

AGENDA
REGULAR MEETING OF THE CITY OF SUISUN CITY
PLANNING COMMISSION
6:00 P.M., NOVEMBER 10, 2020

COUNCIL CHAMBERS
701 CIVIC CENTER BOULEVARD
SUISUN CITY, CALIFORNIA 94585

*DUE TO CORONAVIRUS COVID-19 RESIDENTS ARE ENCOURAGED
TO ATTEND THE PLANNING COMMISSION MEETING VIA THE APPLICATION, ZOOM.
ZOOM MEETING INFORMATION:*

WEBSITE: <https://zoom.us/join>
MEETING ID: 846 2844 3869
CALL IN PHONE NUMBER: (707) 438-1720

*TO VIEW THE MEETING ON THE SUISUN CITY WEBSITE, LIVESTREAM
(URL: <https://www.suisun.com/government/meeting-video/>)*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE PLANNING COMMISSION MEETING
BY EMAILING JKEARNS@SUISUN.COM (PRIOR TO 5:30PM) OR
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

Next Resolution No. PC20-07

1. CALL TO ORDER.

2. ROLL CALL:

Chairperson Ramos
Vice-Chair Rowe
Commissioner Borja
Commissioner Clemente
Commissioner Holzwarth
Commissioner Pal
Commissioner Thomas

Pledge of Allegiance
Invocation

3. APPROVAL OF AGENDA:

Approval of Planning Commission agenda of November 10, 2020.

4. APPROVAL OF MINUTES:

Approval of Planning Commission minutes of August 25, 2020.

5. PUBLIC COMMENT:

This is a time for public comments for items that are not listed on this agenda. Comments should be brief. If you have an item that will require extended discussion, please request the item be scheduled on a future agenda.

6. CONFLICT OF INTEREST NOTIFICATION:

(Any items on this agenda that might be a conflict of interest to any Commissioner should be identified at this time.)

7. CONSENT CALENDAR: NONE

8. CONTINUED ITEMS: NONE

9. PUBLIC HEARINGS:

For each of the following items, the public will be given an opportunity to speak. After a Staff Report, the Chair will open the Public Hearing. At that time, the applicant will be allowed to make a presentation. Members of the public will then be allowed to speak. After all have spoken, the applicant is allowed to respond to issues raised by the public, after which the Public Hearing is normally closed. Comments should be brief and to the point. The Chair reserves the right to limit repetitious or non-related comments. The public is reminded that all decisions of the Planning Commission are appealable to the City Council by filing a written Notice of Appeal with the City Clerk within ten (10) calendar days.

- A. Request to Establish a Type 10 Retail Cannabis Dispensary and Type 11 Distribution Facility at 521 Railroad Avenue (APN: 0037-080-060).

Resolution No. PC20-___, A Resolution of the Planning Commission of the City of Suisun City Recommending City Council Approval of a Development Agreement, Commercial Cannabis Business Permit, Cannabis Business Zone, and Site Plan/Architectural Review for a Type 10 Retail Cannabis Dispensary and Type 11 Distribution at 521 Railroad Avenue (APN: 0037-080-060).

10. GENERAL BUSINESS:

11. INFORMATIONAL ITEMS: NONE

12. REPORTS BY STAFF AND PLANNING COMMISSION:

- A. Staff
B. Planning Commission

13. AGENDA FORECAST / FUTURE AGENDA ITEMS.

14. ADJOURNMENT.

MINUTES
REGULAR MEETING OF THE CITY OF SUISUN CITY
PLANNING COMMISSION
6:00 P.M., AUGUST 25, 2020

COUNCIL CHAMBERS
701 CIVIC CENTER BOULEVARD
SUISUN CITY, CALIFORNIA 94585

*DUE TO CORONAVIRUS COVID-19 RESIDENTS ARE ENCOURAGED
TO ATTEND THE PLANNING COMMISSION MEETING VIA THE APPLICATION, ZOOM.
ZOOM MEETING INFORMATION:*

WEBSITE: <https://zoom.us/join>
MEETING ID: 818 3208 2339
CALL IN PHONE NUMBER: (707) 438-1720

*TO VIEW THE MEETING ON THE SUISUN CITY WEBSITE, LIVESTREAM
(URL: <https://www.suisun.com/government/meeting-video/>)*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE PLANNING COMMISSION MEETING
BY EMAILING JKEARNS@SUISUN.COM (PRIOR TO 5:30PM) OR
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

Next Resolution No. PC20-06

1. CALL TO ORDER.

Vice-Chair Rowe called the meeting to order at 6:10 p.m.

2. ROLL CALL:

Commissioners Present:

Vice-Chair Rowe
Commissioner Borja
Commissioner Holzwarth
Commissioner Thomas

Commissioners Absent:

Commissioner Clemente
Commissioner Pal
Chairperson Ramos

Pledge of Allegiance led by Vice-Chair Rowe

Invocation by Senior Planner Kearns

3. APPROVAL OF AGENDA:

Commissioner Borja motioned for the approval of Planning Commission agenda of August 25, 2020.

Commissioner Holzwarth seconded the motion. Motion passed by the following vote:

Ayes: Borja, Holzwarth, Thomas, Rowe

Absent: Clemente, Pal, Ramos

4. APPROVAL OF MINUTES:

Commissioner Holzwarth motioned for the approval of Planning Commission Minutes of June 24, 2020 with the amendments. Commissioner Borja seconded the motion. Motion passed by the following vote:

Ayes: Borja, Holzwarth, Thomas, Rowe

Absent: Clemente, Pal, Ramos

6:17 Commissioner Clemente joined the meeting.

5. PUBLIC COMMENT: NONE

This is a time for public comments for items that are not listed on this agenda. Comments should be brief. If you have an item that will require extended discussion, please request the item be scheduled on a future agenda.

6. CONFLICT OF INTEREST NOTIFICATION: NONE

(Any items on this agenda that might be a conflict of interest to any Commissioner should be identified at this time.)

7. CONSENT CALENDAR: NONE

8. CONTINUED ITEMS: NONE

9. PUBLIC HEARINGS: NONE

For each of the following items, the public will be given an opportunity to speak. After a Staff Report, the Chair will open the Public Hearing. At that time, the applicant will be allowed to make a presentation. Members of the public will then be allowed to speak. After all have spoken, the applicant is allowed to respond to issues raised by the public, after which the Public Hearing is normally closed. Comments should be brief and to the point. The Chair reserves the right to limit repetitious or non-related comments. The public is reminded that all decisions of the Planning Commission are appealable to the City Council by filing a written Notice of Appeal with the City Clerk within ten (10) calendar days.

10. GENERAL BUSINESS:

- A. Resolution No. PC20-___, A Resolution of the Planning Commission of the City of Suisun City Recommending City Council Approval of Vehicle Miles Traveled (VMT) Based California Environmental Quality Act (CEQA) Thresholds.

Presentation by Ian Barnes, PE, Fehr & Peers.

Commissioner Comments/Questions:

Commissioner Borja: What about using the Fairfield model?

Commissioner Thomas: Is this a traffic, congestion population, matrix of styled measurement to decrease driving?

Commissioner Clemente: How does it work for people who can't take public transportation because of their schedule?

Commissioner Holzwarth: How this will be monitored?

Senior Planner Kearns: Do you Foresee and changes or modifications now that this is a required element of the CEQA?

Ian Barnes, PE, Fehr & Peers, responded to questions and comments.

SB743 came about to encourage development of projects which cause people to drive less. It's a way to promote walking and bicycling, and a way to look at the land use patterns in cities to see where it makes sense from a reducing driving perspective to place different land uses and to encourage infill development, such as near the train station. If they have to drive, they just have to drive less.

The City can still require a project to undergo a congestion-based analysis, that analysis can not live in a CEQA document. A project's effects on the circulation system relative to general plan goals and policies can still be reviewed and should deficiencies occur because of a project then the City can still condition a project as part of the conditions of approval, outside of the CEQA document.

City staff will review thresholds and analysis in the review of traffic studies, similar to what they have done over time. The City is not locked into these numbers forever, the City can modify the thresholds as needed. Because of CEQA we have set up defensible thresholds and methods so the City can have some strength behind them going forward

Vice-Chair Rowe opened the meeting for public comment, no one from the public commented.

Commissioner Borja motioned for the Planning Commission to adopt Resolution PC20-06.

Commissioner Clemente seconded the motion. Motion passed by the following vote:

Ayes: Borja, Clemente, Holzwarth, Thomas, Rowe

Absent: Pal, Ramos

11. INFORMATIONAL ITEMS: NONE

12. REPORTS BY STAFF AND PLANNING COMMISSION:

A. Staff

Senior Planner Kearns reported with tonight's Planning Commission action this item is tentatively scheduled to go to the City Council to discuss the VMT topic at the September 15th meeting. We now have a noise ordinance that was adopted and is now effective, parking and paving ordinance was adopted and effective, and in a few weeks, we will have an ADU ordinance that was adopted at the last meeting of the City Council. A Good Neighbor Policy meeting was held after the last Planning Commission meeting and there will be a second meeting tomorrow, Wednesday, August 26th at 6:00 p.m.

City Manager Folsom commented the Use Permit Policy will also be discussed in the Good Neighbor Policy workshop tomorrow night. We are working with a good portion of the restaurants downtown to approve outdoor dining in the public right-of-way which could be either in the sidewalk, in parking lots, or in the street. We have gone out for our second RFA, Request for Applications for Cannabis. We have been working with the operator selected by the City Council a couple of months ago so that should soon be coming your way for review. We had a homelessness meeting a couple of weeks ago that was fairly well attended, that will be something we continue discussing at the City Council level. The budget is an issue that will be impacting us, we lost our Assistant Planner in the last budget for reductions. We will be talking about budget in October, but it should not impact staff at that point. We were looking at a sales tax measure to go on the ballot but that did not get council support to go on the ballot. We have Measure Q and Measure R, term limits for City Council and make the City Clerk position appointed. The City Council seats currently occupied by Anthony Adams and Michael Segala are the two that are up for reelection this year. Council Member Segala has chosen not to put his hat in for reelection this year. Those who have are Anthony Adams, Alma Hernandez, Tom Alder and Mike Hudson.

B. Planning Commission

Commissioner Clemente Montebello Street is coming apart rapidly, the asphalt is starting to crumble from Montebello Park to Walters Road.

City Manager Folsom commented for public works issues email pwm@suisun.com.

Commissioner Thomas asked if the VMT introduction will allow for state grants for road improvements or to ease congestion or is improvement on the county or city. Senior Planner Kearns it's likely if you don't have policies in place you wouldn't be eligible, but not aware of any programs at this point.

Vice Chair Rowe commented on a power pole on Cordelia Street that was leaning toward the street at about a 30-degree angle and contacted Mayor Wilson. Fire Department went to look at pole and the pole was fixed by the next morning. Thank you to everyone.

Commissioner Holzwarth asked about the old Del Taco building in the Heritage Shopping Center will be a coffee drive thru.

13. AGENDA FORECAST / FUTURE AGENDA ITEMS.

Senior Planner Kearns stated the next meetings of the Planning Commission are scheduled for September 8th and September 22nd. The Cannabis business permit will be coming to the Commission soon for review.

14. ADJOURNMENT.

The meeting was adjourned at 7:05 p.m.



DATE: 11/10/2020

TO: PLANNING COMMISSION

FROM: John Kearns, Senior Planner (707.421.7337, jkearns@suisun.com)

Files:

RE: Request to Establish a Type 10 Retail Cannabis Dispensary and Type 11 Distribution Facility at 521 Railroad Avenue (APN: 0037-080-060).

- A. Resolution No. PC20-___, A Resolution of the Planning Commission of the City of Suisun City Recommending City Council Approval of a Development Agreement, Commercial Cannabis Business Permit, Cannabis Business Zone, and Site Plan/Architectural Review for a Type 10 Retail Cannabis Dispensary and Type 11 Distribution at 521 Railroad Avenue (APN: 0037-080-060).

SUMMARY

SGI Suisun LLC dba Authentic 707 intends to operate a Type 10 Storefront Retailer License with delivery services in addition to a Type 11 Distributor license. Both licenses are to be operated out of the same property located at 521 Railroad Ave, Suisun City, CA 94585. The Retailer license will be operated out of the main building with frontage along Railroad Avenue. The Distributor license and the Delivery portion will be operated out of the back warehouse that does not have frontage along any road. The Retailer license is a direct-to-consumer operation while the Distributor license is a business-to-business operation. The Distributor license permits the retrieval of goods from a licensed cultivator, manufacturer, or other distributor and also authorizes the testing of products by a licensed third-party laboratory. Upon a completed passing inspection, products may then be transported to another licensed distributor for resale or direct to licensed retailers for final sale to consumers.

Recommendation: Planning staff recommends adoption of Resolution No. PC20-___; A Resolution of the Planning Commission of the City of Suisun City Recommending City Council Approval of a Development Agreement, Commercial Cannabis Business Permit, Cannabis Business Zone, and Site Plan/Architectural Review for a Type 10 Retail Cannabis Dispensary and Type 11 Distribution at 521 Railroad Avenue (APN: 0037-080-060).

Proposed Motion: I move that the Planning Commission adopt Resolution No. PC20-___, A Resolution of the Planning Commission of the City of Suisun City Recommending City Council Approval of a Development Agreement, Commercial Cannabis Business Permit, Cannabis Business Zone, and Site Plan/Architectural Review for a Type 10 Retail Cannabis Dispensary and Type 11 Distribution at 521 Railroad Avenue (APN: 0037-080-060).

BACKGROUND/DISCUSSION

The City (Planning Commission and City Council) has discussed cannabis regulations, appropriate tax rates, and user fees on several occasions over the past few years. Below is a condensed timeline which shows key discussions and milestones since beginning the discussion in March 2017:

- March 21, 2017 – First City Council Briefing and Policy Discussion
- June 7, 2017 – Cannabis Policy Community Meeting
- May 29, 2018 - City Council adopted Ordinance No. 750, adding Chapter 18.49 (“Cannabis Regulatory Program”) to the Suisun City Code (SCC).
- November 26, 2019 – City Council set applicable tax rates for cannabis related activities with the passage of Resolution 2019-120.
- December 3, 2019 – City Council directed staff to prepare amendments to Chapter 18.49 that would expand opportunities for retail storefronts and various text amendments.
- December 17, 2019 – City Council amended Master Fee Schedule which included cannabis application fee and Commercial Cannabis Business Permit fee increases.
- January 9, 2020 to May 7, 2020 – Request for Applications (RFA) period for up to three retail storefronts.
- January 28, 2020 – Staff held a cannabis applicant workshop at Suisun City Hall.
- March 17, 2020 – City Council adopts Ordinance No. 768 which increased the number of retail storefront locations from one to three and expanded the eligible zoning districts.
- June 16, 2020 – City Council discussion and direction regarding application submitted through the city’s first Request for Applications (RFA) process.

As a result of the direction provided by the City Council on June 16 (unanimous direction to work with the Shryne Group), staff began working with the Shryne Group in preparing a package for Planning Commission and City Council consideration including a development agreement and establishment of a Cannabis Business Zone.

ANALYSIS

The project proposes a retail storefront of 3,661 square feet fronting onto Railroad Avenue and a warehouse building of 5,000 square feet for distribution toward the rear of the property. The site is proposed to include 28 vehicular parking spaces. Ingress onto the property would be taken from Railroad Avenue with egress out onto Worley Road. This will allow a consistent flow of customers and a simple internal circulation pattern. Significant care has been taken to make only necessary changes which enhance the site layout.

General Plan and Zoning

General Plan

The General Plan emphasizes economic development by “enhancing the City’s long-term fiscal sustainability” [Goal ED-4], for example. The establishment of these uses is expected to generate substantial tax revenues for the city as the retail dispensary will pay a 7% tax on gross receipts and \$2 per square foot while the distribution use will pay 5% on gross receipts and \$5 per square foot.

Zoning

In 2018, the City established its Cannabis Regulatory Program through Ordinance No. 750. This set an initial framework for allowable cannabis uses in certain parts of the city. As other elements of the

city's program were coming together an Ad Hoc Committee consisting of Vice-Mayor Wanda Williams and Councilmember Anthony Adams was formed to work through any remaining issues and move the program forward. During this process, the Ad Hoc wanted to make amendments to the code to do a number of things including expanding the total number of retail dispensaries from 1 to 3 and increase the allowable zoning districts certain activities would be allowed to operate within. This culminated in the adoption of Ordinance No. 768 in March of this year.

Proposed Conditions of Approval

As found in Exhibit C of the Development Agreement, staff has prepared conditions of approval for consideration of the Planning Commission. These were developed following a close analysis of the project and several discussions with the applicant.

CEQA Review

Subsequent to the filing of the Project Applications, the City performed a preliminary environmental assessment pursuant to the requirements of the California Environmental Quality Act (California Public Resources Code section 21000, *et seq.*) and the Guidelines thereunder (14 California Code of Regulations section 15000, *et seq.*) (collectively, "CEQA"), and determined the Project Approvals were subject to exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities).

NEXT STEPS

Following the action of the Planning Commission, staff will take an item to the City Council (including the Commission's recommendation) for consideration of the requested entitlements. If approved by the City Council, the applicant would then submit construction drawings for any tenant improvements or site work. The applicant would still need to submit a license application to the California Department of Cannabis Control.

PUBLIC CONTACT

The agenda was posted on the Suisun City website, mailed to property owners within 600 feet of the subject parcel and four signs were affixed to the perimeter fence of the property. As of the date of this report, no additional inquiries regarding this item had been received by City staff.

DISTRIBUTION

Internal

- PC Distribution
- City Manager Greg Folsom
- Senior Planner John Kearns

External

- City Website <https://www.suisun.com/planning-commission/>

ATTACHMENTS

1. PC 20-__: Resolution No. PC20-___, A Resolution of the Planning Commission of the City of Suisun City Recommending City Council Approval of a Development Agreement, Commercial Cannabis Business Permit, Cannabis Business Zone, and Site

Plan/Architectural Review for a Type 10 Retail Cannabis Dispensary and Type 11 Distribution at 521 Railroad Avenue (APN: 0037-080-060).

Exhibit A: Development Agreement

Exhibit B: Cannabis Business Zone Overlay

Exhibit C: Site Plan

2. Shryne Group – Retail Storefront Application
3. PowerPoint Presentation

RESOLUTION NO. PC 20-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SUISUN CITY RECOMMENDING CITY COUNCIL APPROVAL OF A DEVELOPMENT AGREEMENT, COMMERCIAL CANNABIS BUSINESS PERMIT, CANNABIS BUSINESS ZONE, AND SITE PLAN/ARCHITECTURAL REVIEW FOR A TYPE 10 RETAIL CANNABIS DISPENSARY AND TYPE 11 DISTRIBUTION AT 521 RAILROAD AVENUE (APN: 0037-080-060).

WHEREAS, SGI Suisun LLC dba Authentic 707 (hereinafter referred to as Applicant) filed an application with the City of Suisun City in response to the City of Suisun City's first Request for Applications; and

WHEREAS, the City Council of the City of Suisun City did direct staff to work with SGI Suisun LLC dba Authentic 707 as a result of a discussion and direction item held on June 16, 2020; and

WHEREAS, the public notice was published in the Daily Republic on October 28, 2020; and

WHEREAS, the applicant has met all applicable requirements under State law and City ordinances related to this development plan; and

WHEREAS, a report by the City Staff was presented and made a part of the recommendations of said meeting; and

WHEREAS, the Planning Commission is required to make a recommendation to the Suisun City Council on this Project including the proposed Development Agreement (Exhibit A), Cannabis Business Zone (Exhibit B), and Site Plan (Exhibit C); and

WHEREAS, the Planning Commission of the City of Suisun City did conduct on November 10, 2020, a properly noticed public hearing pursuant to Government Code Section 65090 and has considered all written and verbal testimony presented during the hearing; and

NOW, THEREFORE, BE IT RESOLVED THAT the Planning Commission of the City of Suisun City does hereby recommend City Council Approval of a Development Agreement, Commercial Cannabis Business Permit, Cannabis Business Zone, and Site Plan/Architectural Review for a Type 10 Retail Cannabis Dispensary and Type 11 Distribution at 521 Railroad Avenue (APN: 0037-080-060) subject to the following findings:

- A. Subsequent to the filing of the Project Applications, the City performed a preliminary environmental assessment pursuant to the requirements of the California Environmental Quality Act (California Public Resources Code section 21000, *et seq.*) and the Guidelines thereunder (14 California Code of Regulations section 15000, *et seq.*) (collectively, "CEQA"), and determined the Project Approvals were subject to exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities).
- B. The Planning Commission recommended approval of the subject entitlements subject to the below criterion:

1. That the establishment, maintenance or operation of a use or building applied for are in conformity to the General Plan for the City with regard to circulation, population densities and distribution, design, and/or other aspects of the General Plan considered by the Development Services Director to be pertinent;
2. That adequate utilities, access roads, pedestrian and bicycle access, drainage, parking, and/or other necessary facilities have been or are being provided;
3. That the applicant exhibits proof that such use will not, under the circumstances of the particular case, constitute a nuisance or be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in or passing through the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city, provided that if any proposed building or use is necessary for the public health, safety or general welfare, the finding shall be to that effect.
4. That the proposed use conforms with all relevant federal, state, and local laws and regulations.

The forgoing motion was made by Commissioner _____ and seconded by Commissioner _____ and carried by the following vote:

AYES: Commissioners:
NOES: Commissioners:
ABSENT: Commissioners:
ABSTAIN: Commissioners:

WITNESS my hand and the seal of said City this 10th day of November 2020.

Commission Secretary

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City of Suisun City
Attn: City Clerk
City Hall
701 Civic Center Blvd
Suisun City, CA 94585

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DEVELOPMENT AGREEMENT

by and between

**THE CITY OF SUISUN CITY
a municipal corporation**

and

**SGI SUISUN LLC dba AUTHENTIC 707
a California Corporation**

DEVELOPMENT AGREEMENT

This Development Agreement (the “**Agreement**”) is made on _____, 2020, by and between the CITY OF SUISUN CITY, a municipal corporation, organized and existing pursuant to the laws of the State of California (the “**City**”) and _SGI Suisun LLC dba Authentic 707, a limited liability company (the “**Developer**”). City and Developer may be referred to, individually or collectively, as “**Party**” or “**Parties.**”

RECITALS

A. Pursuant to Section 65864 through 65869.5 of the California Government Code (the “**Development Agreement Laws**”), the City is authorized to enter into binding development agreements with Persons (as defined) having legal or equitable interests in real property for the development of such real property.

B. Developer is the owner of that certain property located at 521 Railroad Ave, Suisun City, CA 94585, APN 0037-080-060 (the “**Property**”), and intends to operate a Type 10 Storefront Retailer License with Delivery Services, and a Type 11 Distributor License at the Property.

C. Pursuant to Section 18.49.060 the Suisun City Municipal Code, “[n]o commercial cannabis operation or activity, other than a storefront retailer pursuant to Section 18.49.160, shall be permitted to operate anywhere in the City other than in a Cannabis Business Zone [(CBZ)].”

D. Pursuant to Section 18.49.070 of the Suisun City Municipal Code, “[e]ach applicant for establishment of a Cannabis Business Zone pursuant to Section 18.49.060, concurrently with CBZ application review, shall apply for and negotiate, in good faith, terms of a development agreement to guide subsequent development and operation of cannabis-related uses within the CBZ.”

E. The following applications have been filed by the Developer for a cannabis business to be located at the “**Property**”) for the development of cannabis uses Type 10 Storefront Retailer License with Delivery Services, and an optional Type 11 Distributor License (the “**Project**”):

1. An application for this Development Agreement (the “**DA Application**”).
2. An application for a Site Plan/Architectural Review Permit filed by the Developer (the “**Site Plan Application**”) for architectural treatment, drainage, site aesthetics, and similar development within the Property (as more particularly described in the Site Plan Application).
3. A Commercial Business Zone overlay application (the “**CBZ Application**”).
4. An application filed by the Developer (the “**Commercial Cannabis Permit Application**”) for a Commercial Cannabis Permit, as required by Chapter 18.49 of the Suisun City Municipal Code, for cannabis uses in the Property (as more particularly described in the Commercial Cannabis Permit application), which would allow the use of a cannabis retail and distribution center at the Property.

The Site Plan Application, the CBZ Application, and the Commercial Cannabis Permit Application may be referred to collectively as the “**Project Applications.**” Approval of the Project

Applications may be collectively referred to as the “**Project Approvals.**” The Property is depicted on Exhibit “A” to this Agreement, and the legal description is set forth on Exhibit “B”.

F. All required fees and costs have been paid for the filing, and the City’s processing of, the Project Applications except for the payment of the City Preparation Costs which will be paid within 30 (thirty) days of the Effective Date of this Agreement.

G. Subsequent to the filing of the Project Applications, the City performed a preliminary environmental assessment pursuant to the requirements of the California Environmental Quality Act (California Public Resources Code section 21000, *et seq.*) and the Guidelines thereunder (14 California Code of Regulations section 15000, *et seq.*) (collectively, “**CEQA**”), and determined the Project Approvals were subject to exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities).

H. Developer filed the DA Application for approval of this Agreement in order to: (1) vest the land use and zoning policies established in the Existing City Requirements as of the Adoption Date of this Agreement for the duration of the Term with respect to the Property and the Project; and (2) memorialize certain other agreements made between the City and Developer with respect to the Property and the Project.

I. The City has determined that this Agreement will eliminate uncertainty regarding Project Approvals and certain subsequent development approvals, thereby encouraging planning for, investment in and commitment to use and develop the Property. Continued use and development of the Property is anticipated to, in turn, provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Laws were enacted: (1) Provide for the development of unused land; (2) Provide increased tax revenues for the City; (3) Provide for jobs and economic development in the City; and (4) Provide infrastructure improvements that can be utilized by regional users and future users. It is based upon these benefits to the City that the City is agreeable to proceeding with the proposed Project Applications and Project Approvals.

J. The City has further determined that it is appropriate to enter into this Agreement to: (1) provide certainty to encourage investment in the comprehensive development and planning of the Project; (2) secure orderly development and progressive fiscal benefits for public services, improvements and facilities planning for the Property and neighboring areas, as appropriate; and (3) fulfill and implement applicable adopted City plans, goals, policies and objectives.

K. In accordance with Section 18.49.070(D), the City Council of Suisun City makes the following findings:

1. This Agreement furthers the public health, safety and general welfare, and that the provisions of this Agreement are consistent with the goals and policies of the 2035 Suisun City General Plan and any applicable Specific Plan. For the reasons recited herein, the City and Developer have determined that the Project is a development for which this Agreement is appropriate.
2. The provisions of this Agreement, including the uses and activities authorized herein, are compatible with the uses authorized in, and the regulations prescribed for, the zoning district and area in which the Property is located, and will not adversely affect

the orderly development of property or the preservation of property values in the City.

3. This Agreement will be beneficial to the residents of the City so as to promote the health, safety and welfare of City residents. Such benefits may arise from, without limitation, direct creation of new jobs, creation of ancillary and related jobs, contributions toward the construction of key infrastructure projects, contributions of revenue to the City to support key community priorities, or other measures as proposed by the Developer and determined appropriate by the city
4. This Agreement will not be not detrimental to the public health, safety, or general welfare.
5. This Agreement complies with the California Environmental Quality Act.
6. This Agreement will not adversely affect the orderly development of property or the preservation of property values in the city.
7. This Agreement provides a reasonable penalty for violation of its terms, as stated in Section 10.

L. This Agreement provides for payment by the Developer of all costs associated with preparing and entering into this Agreement.

M. This Agreement will survive beyond the term or terms of the present City Council.

N. On _____, at a duly noticed public hearing and after due review and consideration of (i) the report of City staff on the Project Applications, (ii) all other evidence heard and submitted at the public hearing, and (iii) all other appropriate documentation and circumstances, the Planning Commission of the City adopted resolutions recommending that the City Council: (1) adopt the exemption pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301(Existing Facilities) in compliance with CEQA; (2) approve the Site Plan Application and CBZ Application; and (3) approve this Agreement, subject to the conditions of approval set forth herein (the “**Conditions of Approval**”).

O. On _____, 2020, at a duly noticed public hearing and after introduction of the ordinance due review and consideration of (i) the report of City staff on the Project Applications, (ii) the recommendations of the Planning Commission, (iii) all other evidence heard and submitted at the duly noticed public hearing conducted and closed, and (iv) all other appropriate documentation and circumstances, the City Council adopted an ordinance to: (1) adopt the exemption pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301(Existing Facilities) in compliance with CEQA and adopt any attendant findings required by CEQA; (2) approve the Site Plan Application and CBZ Application; (3) approve this Agreement, subject to the Conditions of Approval, upon making the findings required by section 18.49.070(D) of the Suisun City Municipal Code; and (4) direct the City Manager to finalize and execute this Agreement on behalf of the City (collectively, the “**City Council Ordinance**”).

A G R E E M E N T

NOW, THEREFORE, with reference to the above Recitals, incorporated herein by reference, and in consideration of the mutual covenants and agreements contained in this Agreement, the City and the Developer agree as follows:

1. Interests of Developer.

1.1 Cannabis Business. Developer will operate a Type 10 and Type 11 cannabis business at the Property. The Type 10 shall be a Storefront Retailer with Delivery Services, and the Type 11 shall be a Distributor. The Retailer business will be operated out of the main building with frontage along Railroad Avenue. The Distributor business and the Delivery portion will be operated out of the back warehouse that does not have frontage along any road. The Retailer business is a direct-to-consumer operation while the Distributor business is a business-to-business operation. The Distributor License permits the retrieval of goods from a licensed cultivator, manufacturer, or other distributor and also authorizes the testing of products by a licensed third party laboratory. Upon a completed passing inspection, products may then be transported to another licensed distributor for resale or direct to licensed retailers for final sale to consumers.

1.2 Existing Structures. Developer shall utilize the existing structures on the Property, subject to any improvements deemed necessary for the operation of the Retail and Distribution businesses. The Retail business shall operate as a storefront of 3,661 square feet out of the structure facing Railroad Avenue. The Distribution business shall operate out of the 5,000 square foot structure in the back of the Property, and shall not be accessible by the public.

1.3 Recordation of Agreement. Within 10 (ten) days following mutual execution of this Agreement by the City and Developer, the City shall cause this Agreement to be recorded in the official records of Solano County, California (the “**Official Records**”) with respect to the Property. Following the recordation of this Agreement in the Official Records, the City shall deliver to Developer a conformed copy of this Agreement evidencing the recording information. This Agreement must be recorded on the Property prior to commencement of any commercial cannabis use on the Property, regardless of the existence of any site plan, entitlement, City-issued commercial cannabis permit or State-issued license for cannabis operations at the Property or in the Property Area.

1.4 Binding Covenants. The Developer represents: (1) it has a legal or equitable interest in the Property; (2) it has provided proof of such interest to the satisfaction of the City Manager; (3) it has provided proof of the authority of any agent or representative to act for the Developer in connection with this Agreement to the satisfaction of the City Manager; and (4) all other persons holding legal title in the Property are bound by this Agreement. It is intended and determined that the provisions of this Agreement shall bind and inure to all successors in interest to the Parties.

2. Term of Agreement.

2.1 Definitions. For purposes of this Agreement, the following shall have the meanings set forth below:

“**Adoption Date**” means the date on which the City Council adopted the ordinance approving this Agreement and authorizing the Mayor to execute this Agreement on behalf of the City.

“**Applicable Rules**” collectively means: (a) the terms and conditions of the Project Approvals; (b) the terms and conditions of this Agreement; and (c) the Existing City Requirements.

“**City Agency**” means any office, board, commission, department, division or agency of the City.

“**City Manager**” means the City Manager of the City of Suisun, and shall include his or her designee.

“**City Requirements**” collectively means all of the following which are in effect from time to time: (a) the Suisun City Municipal Code; and (b) all rules, regulations and official plans and policies, including the 2035 Suisun City General Plan and any applicable Specific Plan, of the City governing development, subdivision and zoning that are applicable to the Property. The City Requirements may include, without limitation, requirements governing building height, maximum floor area, permitted and conditionally permitted uses, floor area ratios, maximum lot coverage, building setbacks and setbacks, parking, signage, landscaping, Exactions (as hereinafter defined) and dedications, growth management, environmental consideration, grading, construction, security measures, odor control and other items.

“**Effective Date**” means the later of: (a) 30 (thirty) days after the Adoption Date; or (b) if a referendum petition is timely and duly circulated and filed with respect to this Agreement, the date the election results on the ballot measure by City voters approving this Agreement are certified by the City Council in the manner provided in the Elections Code.

“**Existing City Requirements**” means the City Requirements that are in effect as of the Adoption Date of this Agreement.

“**Laws**” means the Constitution and laws of the State, the Constitution of the United States, and any codes, statutes, regulations, or executive mandates thereunder, and any court decision, State or federal, thereunder.

“**State**” means the State of California.

“**Termination**” means the expiration of the Term of this Agreement, whether by the passage of time or by any earlier occurrence pursuant to any provision of this Agreement.

2.2 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall continue for a period of 2 (two) years following the Effective Date; provided that such period shall be extended for any events of Force Majeure pursuant to Section 13.1 and during the pendency of any legal action challenging the Project Approvals or the adoption of an environmental finding or document for the Project pursuant to CEQA, or any legal action challenging or contesting the adoption of this Agreement. Any extension based upon an event described in this Section 2.2 shall be granted pursuant to the procedures set forth in Section 13.2. This Agreement may remain in effect for an unlimited number of consecutive Terms, provided that the development agreement is subject to renewal on a biennial basis. All renewals shall be subject to approval by the City Council.

2.3 Effect of Termination. Termination of this Agreement shall mean that Developer must cease operation of its cannabis business within 90 (ninety) days of the date of Termination. Upon any Termination of this Agreement, each Party shall retain any and all of the respective benefits that it received as of the date of Termination under or in connection with this Agreement. Nothing herein shall preclude the City, in its discretion, from taking any action authorized by Laws or Existing City Requirements to prevent, stop, or correct any violation of Laws or Existing

City Requirements occurring before, during, or after construction of the improvements in the Project by Developer.

3. Development of the Project.

3.1 Definitions. For purposes of this Agreement, the following shall have the meanings set forth below:

“City Application Fees” means fees levied or assessed by the City and any City Agency to review and process applications for City Permits.

“City Permits” collectively means any and all permits or approvals that are required under the City Requirements in order to develop, use and operate the Project, other than the Project Approvals; and Future Discretionary Approvals that the Developer may elect to obtain from the City pursuant to Section 3.3 “City Permits” specifically include, without limitation, Technical City Permits.

“Developer Approved Changes” means those amendments, revisions or additions to the City Requirements adopted or enacted after the Adoption Date that: (a) Developer elects, in its sole discretion, to have applied to the development and occupancy of the Project and the Property during the Term of this Agreement; and (b) the City Manager approves such application, which approval shall not be unreasonably withheld.

“Permitted Rules Revisions” collectively means the following: (a) any Minor Changes to this Agreement that are proposed by Developer and approved by the City in accordance with Section 3.2; (b) any commercial cannabis activity regulations enacted by the City Manager; (c) any Future Discretionary Approvals that are applied for by Developer and approved by the City pursuant to Section 3.3; (d) any Authorized Code Revisions under Section 3.4 that are uniformly applied on a City-wide basis; and (e) written amendments to this Agreement that are mutually executed by City and Developer pursuant to Section 16.2.

“Technical City Permits” collectively means any of the following technical permits issued by the City or any City Agency in connection with any building or improvement in the Project: (a) demolition, excavation and grading permits; (b) building permits; (c) permits for the installation of underground lines and facilities for utilities, including without limitation, water, sewer, storm drain and dry utilities (electrical, gas, phone and cable); (d) any encroachment permits; and (e) any street improvement permits, including without limitation, permits for street lighting and traffic signals. “Technical City Permits” specifically excludes building permits from the City or any City Agency for the construction of particular buildings or improvements in the Project.

3.2 Applicable Rules.

3.2.1 Except for the Permitted Rules Revisions and any Developer Approved Changes, Developer shall have the right to develop and occupy the Project during the Term in accordance with the Applicable Rules. In the event of any conflict between the provisions in this Agreement, the Project Approvals and the Existing City Requirements, such conflict shall be resolved in the following order of priority: (a) the requirements of Chapter 18.49 of the Suisun City Municipal Code; (b) this Agreement; (c) the Project Approvals; (d) the Project Applications; and (e) any other Existing City Requirements.

3.2.2 Except for the Permitted Rules Revisions and any Developer Approved Changes, no amendment to, revision of, or addition to any of the City Requirements that is adopted or enacted after the Effective Date shall (i) be effective or enforceable by the City with respect to the Project or the Property or (ii) modify or impair the rights of Developer under this Agreement during the Term without the Developer's written approval, whether such amendment, revision or addition is adopted or approved by: (a) the City Council; (b) any City Agency; or (c) by the people of the City through referendum or initiative measure.

3.3 Minor Changes.

3.3.1 The Parties acknowledge that further planning and development of the Project may demonstrate that refinements and changes are appropriate with respect to the details and performance of the Parties under this Agreement. The Parties desire that Developer retain a certain degree of flexibility with respect to the details of the development of the Project and with respect to those items covered in general terms under this Agreement. If and when Developer finds that Minor Changes are necessary or appropriate, then upon written request by Developer, the Parties shall, unless otherwise required by federal, state, or local law, effectuate such changes or adjustments through administrative amendments executed by the Developer and the City Manager, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary, with approval by the City Manager and the Developer.

3.3.2 The term "**Minor Changes**" collectively means: (a) minor deviations to the Project Approvals that are permitted under the Existing City Requirements and are reasonably approved by the City Manager; (b) a reduction in the parking ratio requirements for the Project under consistent with the Suisun City Municipal Code, provided that (i) the reduction does not exceed 10% (ten percent) of the Code requirement, and (ii) the reduction is approved by the City Manager, which approval shall not be unreasonably withheld or denied; or (c) such other changes, modifications or adjustments to the Project Approvals, which the City Manager determines are consistent with the overall intent of the Project Approvals and which do not materially alter the overall nature, scope, or design of the Project, and which are consistent with the requirements of Chapter 18.49 of the Suisun City Municipal Code and any commercial cannabis activity regulations as may be enacted by the City.

3.3.3 In effecting any Minor Changes, the City shall cooperate with the Developer, provided that the permitted uses are not modified from those in the Project Approvals and any changes are in accordance with the Existing City Requirements. Minor Changes shall not be deemed to be an amendment to this Agreement under California Government Code section 65868 but are ministerial clarifications and adjustments, and unless otherwise required by law, no such administrative amendments shall require prior notice or hearing by the Planning Commission and City Council. Any amendment or change requiring an environmental impact report, or a supplement thereto, pursuant to CEQA shall not be considered a Minor Change, but shall be considered substantive amendment which shall be reviewed and approved by the Planning Commission or the City Council as determined by the applicable provisions of the Suisun City Municipal Code relating to the hearing and approval procedures for the specific Project Approval.

3.4 Future Discretionary Approvals. Nothing in this Agreement shall operate to preclude Developer from applying to the City during the Term of this Agreement for any of the following new approvals with respect to any proposed buildings and improvements in the Project (collectively, the "**Future Discretionary Approvals**"): (a) any new entitlements that may be required

under the Existing City Requirements; (b) any subsequent commercial cannabis permit; and (c) any other approval (i) which is not otherwise addressed or set forth in this Agreement and (ii) which the Existing City Requirements mandate must be reviewed and approved by the Planning Commission or City Council. The City shall process, review and approve or disapprove any application for a Future Discretionary Approval filed by Developer in accordance with the City Requirements then in effect. The approval by the City of an application by Developer for a Future Discretionary Approval shall not require an amendment of this Agreement.

3.5 Authorized Code Revisions. This Agreement shall not prevent the City from applying to the Project the following rules, regulations and policies adopted or enacted after the Adoption Date, if uniformly applied on a City-wide basis (collectively, the “**Authorized Code Revisions**”):

3.5.1 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided that such changes in procedural regulations do not have the effect of materially interfering with the substantive benefits conferred to Developer by this Agreement.

3.5.2 Regulations which are not in conflict with this Agreement and which would not, alone or in the aggregate, cause development of the Project to be materially different, more burdensome, time consuming or expensive.

3.5.3 Regulations which are necessary to avoid serious threats to the public health and safety, provided that, to the maximum extent possible, such regulations shall be construed and applied in a manner to preserve the substantive benefits conferred to Developer by this Agreement.

3.5.4 Mandatory regulations of the State and the United States of America applicable to the Project, provided that, to the maximum extent if possible, such regulations shall be construed and applied in a manner to preserve to the Developer the substantive benefits conferred to Developer by this Agreement.

3.5.5 City Requirements imposing life safety, fire protection, mechanical, electrical and/or building integrity requirements with respect to the design and construction of buildings and improvements, including the then current applicable building codes.

3.5.6 Any commercial cannabis activity regulations promulgated by the City.

3.6 Timing of Development. The retail portion of the Project must be operational no later than the expiration of the first two-year Term.

3.7 No Obligation to Develop Type 11, Distribution, business. Nothing in this Agreement is intended, should be construed nor shall require Developer to proceed with the construction of any improvements in the Property or to the commence business activities relating to the operation of a Type 11, Distribution, business. The decision to proceed or to forbear or delay in proceeding with the implementation or any improvements on the Property for the Type 11 business shall be in the sole discretion of Developer.

3.8 Hold on Certificate of Occupancy. Except as otherwise provided in Section 6.2.3, the City reserves the right to place a hold on the issuance of any required Certificate of

Occupancy for a building in the Project in the event the Existing City Requirements or Conditions of Approval have not been substantially completed by Developer.

3.9 City Permits. Developer shall obtain all City Permits required for the construction and operation of the Project. Developer shall pay to the City the City Application Fees chargeable in accordance with the City's Fee Schedule that is in effect at the time the relevant application for a City Permit is made; provided that such City Application Fees are uniformly imposed by the City and any City Agency at similar stages of project development on all similar applications for development in the City.

4. [Reserved.]

5. [Reserved.]

6. Exactions.

6.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Cannabis Taxes" means the taxes per square foot and per dollar of revenue as provided by with Chapter 3.44 of the Suisun City Municipal Code, as specified by City Council resolution.

"Exaction" means any exactions or mitigation measures, other than the payment of City Development Fees and City Application Fees, that are imposed by the City or any City Agency, as a condition of, or in connection with, the Project Approvals. "Exactions" may include, without limitation: (a) a requirement for the dedication of any portion of the Property to the City or any City Agency; (b) an obligation for the construction of any on-site or off-site improvements; (c) an obligation to provide services; or (d) the requirement to dedicate any easements, rights or privileges with respect to the Project or any portion thereof to the City or any City Agency.

"Proceeds" shall have the same meaning as that term is defined in Section 3.44.010 of the Suisun City Municipal Code.

"Space utilized for commercial cannabis activities" shall have the same meaning as the phrase is defined in Section 3.44.010 of the Suisun City Municipal Code.

6.2 Exactions.

6.2.1 All of the Exactions that Developer shall be required to perform or caused to be performed in connection with the development, construction, use and occupancy of the Project, during the term of the Agreement (collectively, the **"Required Exactions"**), and the timing requirements for the performance of such Required Exactions, are set forth in this Agreement. The Required Exactions include the following:

6.2.1.1 In accordance with Resolution No. 2019-120, Developer shall:

(a) On July 1 of every year , pay the City the following Cannabis Taxes: (i) Type 10, Retail: \$2.00 per square foot of space utilized for commercial cannabis activities;

and (ii) Type 11, Distribution: \$5.00 per square foot of space utilized for commercial cannabis activities. Upon submission of the annual square footage tax, Developer will confirm in writing the square footage of each type of business. City may confirm the square footage by conducting an inspection during business hours. If July 1 falls on a day City Hall is closed, the payment and accounting shall be remitted on the first business day City Hall is open following July 1.

(b) On the first of each month, pay the City the following Cannabis Taxes: (i) Type 10, Retail: 7% of the Proceeds from commercial cannabis activities; and (ii) Type 11, Distribution: 5% of the Proceeds from commercial cannabis activities. At the same time as Developer remits its monthly Cannabis Taxes, it shall remit an accurate accounting of that month's Proceeds. If the first of the month falls on a day City Hall is closed, the payment and accounting shall be remitted on the first business day City Hall is open following the first of the month.

(c) At each renewal of this Agreement, Developer's tax burden based on Proceeds and based on space utilized for commercial cannabis activities will be updated to match the current City Council resolution to this effect. If the square footage of commercial cannabis business use increases or decreases on a date other than July 1, the Cannabis Tax payments shall be adjusted on a pro rata basis starting on the date of the change in square footage.

6.2.1.2 The amount of space utilized for commercial cannabis activities at the time of execution of this Agreement, is 3,661 square feet for Type 10, Retail. Developer may use up to 5,000 square feet for Type 11, Distribution, at Developer's discretion. In the event Developer increases or decreases the space utilized for commercial cannabis activities of either business, the annual square foot exaction will increase or decrease proportionately.

6.2.1.3 Developer shall pay to the City an amount as determined by the City, in restricted funds to be utilized on a draw down basis for the City costs to process the Developer's DA Application and Commercial Cannabis Permit Application relating to its proposed commercial cannabis business. Should the restricted funds be exhausted prior to the City completing its processing of the application, Developer shall pay an additional amount to the City sufficient to process the application. The restricted funds shall be paid in full by Developer on or before 90 (ninety) days after approval of this Agreement. Any excess payment from the Developer shall be returned by the City after all processing costs have been satisfied.

6.2.1.4 The Required Exactions include, without limitation, all Conditions of Approval imposed by the City, to fully mitigate adverse impacts resulting from, and reasonably related to, the development of the Project.

6.2.1.5 City shall have the authority to audit Developer's books on an annual basis to confirm that Developer has remitted the correct amounts. The audit may go back as far as five (5) years, at City's discretion.

6.2.2 Late Payment Penalties.

6.2.2.1 Annual Square Footage Cannabis Tax. Payment of the Cannabis Tax pursuant to Section 6.2.1.1(a) shall be subject to a penalty of 20% of that year's payment if remitted on or after August 1. Late payments shall be subject to an additional 10% late payment per 10 additional days that payment is not remitted, for a maximum of 100% of that year's payment.

6.2.2.2 Monthly Proceeds Cannabis Tax. Payment of the Cannabis Tax pursuant to Section 6.2.1.1(b) shall be subject to a penalty of 20% of that month's payment if remitted later than 5 days after it is due. Late payments shall be subject to an additional 10% late payment per 5 additional days that payment is not remitted, for a maximum of 100% of that month's payment.

6.2.2.3 Audit. Developer shall be subject to a penalty of \$1,000 if it delays the audit by more than 30 days following the City's request, unless City and Developer agree in good faith to a longer timeline. The penalty shall increase by \$1,000 for every 30 days of delay, for a maximum of \$10,000 per year.

6.2.3 Violations Are Material Breach. Any violation by Developer of any of the provisions of this Section 6 shall presumptively be a material breach and may be grounds for Termination of this Agreement.

7. Actions by City.

7.1 Other Governmental Permits. The City agrees to cooperate with Developer in Developer's endeavors to obtain permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (including but not limited to public utilities or utility districts and agencies having jurisdiction over transportation facilities and air quality issues) so long as the cooperation by the City will not require the City to exercise legislative action or incur any cost, liability or expense without adequate indemnity against or right of reimbursement therefor from Developer.

7.2 Cooperation in Dealing with Legal Challenge. If any action or other proceeding is instituted by a third party or parties, other governmental entity or official challenging the validity of any provision of this Agreement (collectively, a "**Third Party Action**"), the Parties shall cooperate in the defense of the Third Party Action to the maximum extent reasonably possible under the circumstances unless otherwise required by law.

7.3 Indemnification. **This Section 7.3 shall survive termination or expiration of this Agreement.**

7.3.1 Third Party Actions. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action. The term "**Third Party Action**" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (a) challenges or contests any or all of this Agreement, the Project Applications and Approvals, and the Project Approvals; or (b) claims or alleges a violation of CEQA or another law by the City Council; or (c) the grant, issuance or approval by the City of any or all of this Agreement, the Project Applications and Approvals, and the Project Approvals. Developer's obligations under this Section 7.3.1 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

7.3.2 Additional Claims. To the fullest extent permitted by law, Developer shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers (“City Indemnitees”) from any and all loss, liability, fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney's fees, litigation and legal expenses incurred by the City Indemnitee or held to be the liability of the City Indemnitee (including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City Indemnitee's defense of its actions in any proceeding) (collectively, “Losses”) incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a “Claim”), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the issuance of the Commercial Cannabis Business Permit, permits, licenses, or other entitlements related to a cannabis operations; or (iv) the City's granting, issuing or approving use of this Agreement. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Developer shall be responsible for indemnifying, holding harmless or defending the City as to the entire claim, demand or action in law. Developer's indemnification obligations under the proceeding portions of this paragraph shall apply regardless of whether the City Indemnitees are negligent, but shall not apply to any Losses caused solely by the gross negligence or willful misconduct of any City Indemnitees.

In addition, Developer shall indemnify, hold harmless and defend the City Indemnitees from any and all federal enforcement actions arising from (i) the execution of this Agreement, (ii) the issuance of the Commercial Cannabis Business Permit, permits, licenses, or other entitlements, and/or (iii) any other entitlements or approvals by the City to operate the Developer's commercial cannabis business. Further, Developer shall indemnify, hold harmless and defend the City Indemnitees from any and all violations of federal, state and/or local law by Developer, its officers, officials, employees, agents, subcontractors, independent contractors and volunteers.

If Developer should subcontract all or any portion of the work to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of the two prior paragraphs of this Section. Notwithstanding the preceding sentence, any subcontractor who is a “design professional” as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all Claims and Losses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

7.3.3 Damage Claims. The nature and extent of Developer's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 7.3.1 and 7.3.2 shall be governed by this Section 7.3.3. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Developer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Developer or its contractors, agents, successors

and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of any required Off-Site Improvements unless and until such Off-Site Improvements are dedicated to and officially accepted by the City). Developer's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, consultants, attorneys, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers in accordance with the terms of the preceding paragraph. The Developer further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Developer, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, consultants, attorneys, agents or authorized volunteers.

7.4 Insurance. Except for any Off-Site Improvements constructed pursuant to the terms of this Agreement (in which case insurance for the Off-Site Improvements shall be required through the date of the City's final formal acceptance of Off-Site Improvements constructed), from the Effective Date of this Agreement and at all times herein (the "**Insurance Period**"), Developer shall pay for and maintain in full force and effect all policies of insurance described in this section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide. The following policies of insurance are required:

7.4.1 Commercial General Liability Insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.

7.4.2 Commercial Automobile Liability Insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than \$2,000,000 per accident for bodily injury and property damage.

7.4.3 Workers' Compensation Insurance as required under the California Labor Code.

7.4.4 Employer's Liability with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000.00 policy limit and \$1,000,000 for each employee.

7.4.5 General Insurance Requirements.

(a) In the event Developer purchases an Umbrella or Excess insurance policy to meet the “Minimum Limits of Insurance,” this insurance policy shall “follow form” and afford no less coverage than the primary insurance policy.

(b) Developer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Developer shall also be responsible for payment of any self-insured retentions.

(c) The above described policies of insurance shall be endorsed to provide an unrestricted 30 (thirty) day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 (ten) day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Developer shall provide a new certificate evidencing renewal of such policy not less than 15 (fifteen) calendar days prior to the expiration date of the expiring policy. Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Developer shall file with City a new certificate and all applicable endorsements for such policy.

(d) The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees, consultants, attorneys, and volunteers as an additional insured. Such policy of insurance shall be endorsed so Developer's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees, consultants, attorneys, and volunteers. Developer shall have furnished City with the certificates and applicable endorsements for all required insurance prior to start of construction of any phase of development. Developer shall furnish City with copies of the actual policies upon the request of City's City Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

(e) If at any time during the Insurance Period, Developer fails to maintain the required insurance in full force and effect, the City Engineer, or his/her designee, may order that the Developer, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section 7.4 are material terms of this Agreement.

(f) If Developer should hire a general contractor to provide all or any portion of the services or work to be performed under this Agreement, Developer shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Developer and City prior to the commencement of any work by the general contractor.

(g) If the general contractor should subcontract all or a portion of the services or work to be performed under this Agreement to one or more subcontractors, Developer shall require the general contractor to require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the

terms of each of the preceding paragraphs, except that each subcontractor shall be required to pay for and maintain Commercial General Liability insurance with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate and Commercial Automobile Liability insurance with limits of liability of not less than less than \$1,000,000 per accident for bodily injury and property damage. Subcontractors' certificates and endorsements shall be on file with the general contractor, Developer and City prior to the commencement of any work by the subcontractor. Developer's failure to comply with these requirements shall constitute an "Event of Default" as that term is defined in Section 10.1.

8. Benefits

8.1 Benefits to the City. The City has extensively reviewed the terms and conditions of this Agreement and, in particular, has specifically considered and approved the impact and benefits of the Project upon the regional welfare. The terms and conditions of this Agreement have been found by the City to be fair, just, and reasonable, and to provide appropriate benefits to the City. This Agreement and the development of the Project will serve the best interests, and the public health, safety, and welfare of the residents and invitees, of the City and the general public. This Agreement will help provide effective and efficient development of any off-site improvements and other Required Exactions in the vicinity of the Property; help maximize effective utilization of resources within the City; increase City tax revenues; and provide other substantial public benefits to the City and its residents by achieving the goals and purposes of the Development Agreement Laws, the Suisun City Municipal Code and the 2035 Suisun City General Plan (as may be amended).

8.2 Benefits to the Developer. The Developer has expended and will continue to expend substantial amounts of time and money on the planning and development of the Project. In addition, the Developer may expend substantial amounts of time and money for the construction of the off-site improvements, if required, and other Required Exactions in connection with the Project. The Developer would not make such expenditures except in reliance upon this Agreement. The benefit to the Developer under this Agreement consists of the assurance that the City will preserve the rights of Developer to develop the Property as planned and as set forth in the Project Approvals and this Agreement.

9. Annual Review of Compliance.

9.1 Annual Review. City and Developer shall annually review this Agreement, and all actions taken pursuant to the terms of this Agreement with respect to the Project in accordance with the provisions of California Government Code section 65865.1 and this Section 9. The Parties recognize that this Agreement and the Project Approvals and City Permits referenced herein contain extensive requirements and that evidence of each and every requirement would be a wasteful exercise of the Parties' resources. Accordingly, Developer shall be deemed to have satisfied its duty of demonstration if it presents evidence satisfactory to the City of its good faith compliance, as that term is used in Government Code, section 65865.1, with the material provisions of this Agreement.

9.2 Developer Report. Not later than the first anniversary date of the Effective Date, and not later than each anniversary date of the Effective Date thereafter during the Term, Developer shall apply for annual review of this Agreement. Developer shall submit with such application a report to the City Manager describing Developer's good faith compliance with the terms

of this Agreement during the preceding year (the “**Developer Report**”). The Developer Report shall include a statement that the report is submitted to City pursuant to the requirements of California Government Code section 65865.1.

9.3 Finding of Compliance. Within 30 (thirty) days after Developer submits the Developer Report under Section 9.2, the City Manager shall review Developer's submission to ascertain whether Developer has demonstrated good faith compliance with the material terms of this Agreement. If the City Manager finds and determines that Developer has in good faith complied with the material terms of this Agreement, or does not determine otherwise within 30 (thirty) days after delivery of the Developer Report, the annual review shall be deemed concluded. If the City Manager initially determines that the Developer Report is inadequate in any respect, he or she shall provide written notice to that effect to Developer, and Developer may supply such additional information or evidence as may be necessary to demonstrate good faith compliance with the material terms of this Agreement. If the City Manager concludes that Developer has not demonstrated good faith compliance with the material terms of this Agreement, he or she shall so notify Developer prior to the expiration of the 30-day period and prepare a staff report to the City Council with respect to the conclusions of the City Manager and the contentions of Developer with respect thereto (the “**Staff Report**”).

9.4 Hearing Before City Council to Determine Compliance. After submission of the Staff Report of the City Manager, the City Council shall conduct a noticed public hearing to determine the good faith compliance by Developer with the material terms of this Agreement. At least 30 (thirty) days prior to such hearing, the City Manager shall provide to the City Council, Developer, and to all other interested Persons requesting the same, copies of the Staff Report and other information concerning Developer's good faith compliance with the material terms of this Agreement and the conclusions and recommendations of the City Manager. At the public hearing, Developer and any other interested persons may submit evidence, orally or in writing, and address all the issues raised in the Staff Report on, or with respect or germane to, the issue of Developer's good faith compliance with the material terms of this Agreement. If, after receipt of any written or oral response of Developer, and after considering all of the evidence at such public hearing, the City Council finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the material terms of this Agreement, then the City Council shall specify to Developer the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance, which time shall be not less than 30 (thirty) days after the date of the City Council's determination, and shall be reasonably related to the time adequate to bring Developer's performance into good faith compliance with the material terms of this Agreement. If the areas of noncompliance specified by the City Council are not corrected within the time limits prescribed by the City Council , subject to Force Majeure pursuant to Section 13.1, then the City Council may by subsequent noticed public hearing extend the time for compliance for such period as the City Council may determine (with conditions, if the City Council deems appropriate), Terminate, or modify this Agreement (in which case notice of such action shall be recorded) or take such other actions as may be specified in the Development Agreement Laws. Any notice to Developer of a determination of noncompliance by Developer hereunder, or of a failure by Developer to perfect the areas of noncompliance hereunder, shall specify in reasonable detail the grounds therefor and all facts demonstrating such noncompliance or failure, so that Developer may address the issues raised in the notice of noncompliance or failure on a point-by-point basis in any hearing held by the City Council hereunder.

9.5 Meet and Confer Process. If either the City Manager or the City Council makes a determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, the City Manager and/or designated City Council representatives

may initiate a meet and confer process with Developer pursuant to which the Parties shall meet and confer in order to determine a resolution acceptable to both Parties of the basis upon which the City Manager or City Council has determined that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement. If, as a result of such meet and confer process, the Parties agree on a resolution on the basis related to the determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, the results and recommendations of the meet and confer process shall be presented to the City Council for review and consideration at its next regularly scheduled public meeting, including consideration of such amendments to this Agreement as may be necessary or appropriate to effectuate the resolution achieved through such meet and confer process. Developer shall be deemed to be in good faith substantial compliance with the material terms of this Agreement, only upon City Council acceptance of the results and recommendations of the meet and confer process.

9.6 Certificate of Compliance. If the City Manager (or the City Council, if applicable) finds good faith substantial compliance by Developer with the material terms of this Agreement, the City Manager shall issue a certificate of compliance within 10 (ten) days thereafter, certifying Developer's good faith compliance with the material terms of this Agreement through the period of the applicable annual review. Such certificate of compliance shall be in recordable form and shall contain such information as may be necessary in order to impart constructive record notice of the finding of good faith compliance hereunder. Developer shall have the right to record the certificate of compliance in the Official Records.

9.7 Effect of City Council Finding of Noncompliance; Rights of Developer. If the City Council determines that Developer has not substantially complied in good faith with the material terms of this Agreement pursuant to Section 9.4 and takes any of the actions specified in Section 9.4 with respect to such determination of noncompliance, Developer shall have the right to contest any such determination of noncompliance by the City Council pursuant to a legal action filed in accordance with Section 16.5.

9.8 City Costs. Developer shall reimburse the City for all of the City's reasonable costs, (including but not limited to, staff time, attorney's fees, and administrative costs) incurred in connection with Sections 9.1 through 9.8 of this Agreement. Pursuant to this section, Developer shall remit a deposit of \$2,000 (Two Thousand Dollars) to the City at the time of submission of the required Developer Report. If the deposit is insufficient to reimburse the City, the City may submit an invoice to Developer, who shall rendered payment to the City within 30 (thirty) days of receiving an invoice from the City for its costs. Any excess monies deposited by Developer to the City pursuant to this Section 9.8 shall be returned to Developer by the City within 30 (thirty) days after issuance of the certificate of compliance or completion of any of the actions set forth in Section 9.7 of this Agreement.

10. Events Of Default; Remedies; Estoppel Certificates.

10.1 Events of Default.

10.1.1 The failure by a Party to perform any material term or provision of this Agreement (including but not limited to the failure of a Party to approve a matter or take an action within the applicable time periods governing such performance under this Agreement) shall, subject to the provisions of this Agreement, constitute an **"Event of Default"**, if: (a) such defaulting Party does

not cure such failure within 30 (thirty) days following delivery of a Notice (as hereinafter defined) of default from the other Party (“**Notice of Default**”), where such failure is of a nature that can be cured within such 30 day period; or (b) where such failure is not of a nature which can be cured within such 30 day period, the defaulting Party does not within such 30 day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Any Notice of Default given hereunder shall specify in reasonable detail the nature of the failures in performance by the defaulting Party and the manner in which such failures of performance may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

10.1.2 Any Notice of Default to the defaulting Party pursuant to Section 10.1.1 shall satisfy the requirements of Section 15 of this Agreement and shall include a provision in at least fourteen face bold type substantially as follows: "YOU HAVE FAILED TIMELY TO PERFORM OR RENDER AN APPROVAL OR TAKE AN ACTION REQUIRED UNDER THE DEVELOPMENT AGREEMENT: [SPECIFY IN DETAIL]. YOUR FAILURE TO COMMENCE TIMELY PERFORMANCE AND COMPLETE SUCH PERFORMANCE AS REQUIRED UNDER THE AGREEMENT OR RENDER SUCH APPROVAL TO TAKE SUCH ACTION WITHIN 30 (THIRTY) DAYS AFTER THE DATE OF THIS NOTICE SHALL ENTITLE THE UNDERSIGNED TO TAKE ANY ACTION OR EXERCISE ANY RIGHT OR REMEDY TO WHICH IT IS ENTITLED UNDER THE AGREEMENT AS A RESULT OF THE FOREGOING CIRCUMSTANCES."

10.2 Remedies. Upon the occurrence of an Event of Default, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to: (a) bring any proceeding in the nature of specific performance, injunctive relief or mandamus; and/or (b) bring any action at law or in equity as may be permitted by laws of the State of California or this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a party to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

10.3 Waiver. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party’s right to demand strict compliance by such other Party in the future. No waiver by a Party of any failure of performance, including an Event of Default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent action or inaction.

10.4 Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party to certify in writing: (a) that this Agreement is in full force and effect and a binding obligation of the Parties; (b) that this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; (c) to the knowledge of such other Party, that neither Party has committed an Event of Default under this Agreement, or if an Event of Default has to such other Party's knowledge occurred, to describe the nature of any such Event of Default; and (d) such other certifications that may be reasonably requested by the other Party or a Mortgagee (as hereinafter defined). A Party receiving a request hereunder shall execute and return such certificate within 20 (twenty) days following the receipt thereof, and if a Party fails so to do within such 20 day period, the information in the requesting Party's notice shall conclusively be deemed true and correct in all respects. The City Manager, as to

the City, shall execute certificates requested by Developer hereunder. Each Party acknowledges that a certificate hereunder may be relied upon by Transferees (as hereinafter defined) and Mortgagees (as hereinafter defined). No Party shall, however, be liable to the requesting Party, or other Person requesting or receiving a certificate hereunder, on account of any information therein contained, notwithstanding the omission for any reason to disclose correct and/or relevant information, but such Party shall be estopped with respect to the requesting Party, or such third Person, from asserting any right or obligation, or utilizing any defense, which contravenes or is contrary to any such information.

11. [Reserved].

12. Transfers.

12.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

“Affiliate” means any Person directly or indirectly Controlling, Controlled by or under Common Control with Owner.

“Control” means the ownership (direct or indirect) by one Person of an interest in the profits and capital and the right to manage and control the day to day affairs of another Person. The term "Control" includes any grammatical variation thereof, including "Controlled" and "Controlling".

“Common Control” means that two Persons are both controlled by the same other Person.

”Person” means an individual, partnership, firm, association, corporation, trust, governmental agency, administrative tribunal or other form of business or legal entity.

“Transfer” means the sale, assignment, or other transfer by Developer of this Agreement, or any right, duty or obligation of Developer under this Agreement, including by foreclosure, trustee sale, or deed in lieu of foreclosure, under a Mortgage, but excluding: (a) a dedication of any portion of the Property to the City or another governmental agency; (b) a Mortgage; (c) ground leases, leases, subleases, licenses and operating agreements entered into by Developer with tenants or occupants of the Project for occupancy of space in any buildings or improvements (together with any appurtenant tenant rights and controls customarily included in such leases or subleases) in the Project, and any assignment or transfer of any such ground lease, lease, sublease, license or operating agreement by either party thereto; (d) any sale of a building pad and surrounding area in the Property to a future retail or restaurant occupant (or its affiliated entity) for the intended purpose of the development and occupancy of a building or improvement thereon; and (e) any Collateral Assignment of this Agreement to a Mortgagee.

“Transferee” means the Person to whom a Transfer is effected.

12.2 Conditions Precedent to Developer Right to Transfer. Except as otherwise provided in this Section 12, Developer shall only have the right to effect a Transfer subject to and upon fulfillment of the following conditions precedent:

12.2.1 No Event of Default by Developer shall be outstanding and uncured as of the effective date of the proposed Transfer, unless the City Council has received adequate assurances satisfactory to the City Council that such Event of Default shall be cured in a timely manner either by Developer or the Transferee under the Transfer.

12.2.2 Prior to the effective date of the proposed Transfer, Developer or the proposed Transferee has delivered to the City an executed and acknowledged assignment and assumption agreement (the “**Assumption Agreement**”) in recordable form. Such Assumption Agreement shall include provisions regarding: (a) the rights and interest proposed to be Transferred to the proposed Transferee; (b) the obligations of Developer under this Agreement that the proposed Transferee will assume; and (c) the proposed Transferee's acknowledgment that such Transferee has reviewed and agrees to be bound by this Agreement. The Assumption Agreement shall also include the name, form of entity, and address of the proposed Transferee, and shall provide that the Transferee assumes the obligations of Developer to be assumed by the Transferee in connection with the proposed Transfer. The Assumption Agreement shall be recorded in the Official Records concurrently with the consummation of the Transfer.

12.2.3 Prior to the effective date of the proposed Transfer, City consents in writing to the Transfer. City's consent shall not be unreasonably withheld. Factors the City may consider in determining whether to consent to the transfer include the financial capacity of the proposed Transferee to comply with all of the terms of the Agreement and the history, if any, of compliance of Transferee, its principals, officers or owners with the provisions of federal or state law, the Suisun City Municipal Code or agreements with the City relating to development projects within the City of Suisun City.

12.3 Transfer to Affiliate. Notwithstanding the provisions of Section 12.2, Developer shall have the right to Transfer all of its rights, duties, and obligations under this Agreement to an Affiliate of Developer. Such Affiliate shall become a Transferee upon: (a) the acquisition by such Affiliate of the affected interest of Developer under this Agreement; (b) delivery to the City of an Assumption Agreement executed by the Affiliate pursuant to which the Affiliate assumes, from and after the date such Affiliate so acquires its interest, the applicable rights, duties and obligations of Developer under this Agreement and (c) delivery to the City of documents and other evidence establishing, to the reasonable satisfaction of the City, the Affiliate's financial capacity to meet all of its duties and obligations under this Agreement. By virtue of its demonstrated status as an Affiliate of Developer and recognizing that Transfers to Affiliates will facilitate Developer's ability to develop the Project consistent with this Agreement, the City hereby consents to any Transfer to an Affiliate in accordance with this Section 12.3 and no further consent of the City shall be required for any Transfer by Developer to an Affiliate.

12.4 Mortgagee as Transferee. No Mortgage (including the execution and delivery thereof to the Mortgagee) shall constitute a Transfer. A Mortgagee shall be a Transferee only upon: (a) the acquisition by such Mortgagee of the affected interest of Developer encumbered by such Mortgagee's Mortgage; and (b) delivery to the City of an Assumption Agreement executed by the Mortgagee pursuant to which the Mortgagee assumes assuming, from and after the date such Mortgagee so acquires its interest, the applicable rights, duties and obligations of Developer under this Agreement. No further consent of the City shall be required for any such Transfer to a Mortgagee.

12.5 Effect of Transfer. A Transferee shall become a Party to this Agreement only with respect to the interest transferred to it under the Transfer and then only to the extent set forth

in the Assumption Agreement delivered under Sections 12.2.2, 12.3 and 12.4. When and if Developer Transfers all of its rights, duties and obligations under this Agreement in accordance with Section 12.2, 12.3 or 12.4, Developer shall be released from any and all obligations accruing after the date of the Transfer under this Agreement. If Developer effectuates a Transfer as to only some but not all of its rights, duties and obligations under this Agreement, Developer shall be released only from its obligations accruing after the date of the Transfer which the Transferee assumes in the Assumption Agreement.

12.6 No Transfer of Commercial Cannabis Permit. Notwithstanding any other provision of this Agreement, a commercial cannabis permit shall not be subject to the transfer process, and prior to any transfer Transferee must seek to qualify for and obtain a commercial cannabis permit as required by Chapter 18.49 of the Suisun City Municipal Code.

13. Enforced Delay; Extension of Time of Performance; Excused Performance.

13.1 Force Majeure. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or failures to perform are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, the discovery and remediation of hazardous waste or significant geologic, hydrologic, archaeologic or paleontologic problems on the Property, fires, casualties, acts of God, shortages of labor or material, governmental restrictions imposed or mandated by governmental entities other than the City, enactment of conflicting state or federal statutes or regulations, judicial decisions, litigation not commenced by a Party to this Agreement claiming the enforced delay, or any other basis for excused performance which is not within the reasonable control of the Party to be excused. Causes for delay as set forth above are collectively referred to as “**Force Majeure.**”

13.2 Notice. If Notice (as hereinafter defined) of such delay or impossibility of performance is provided to a Party within 30 (thirty) days after the commencement of such delay or condition of impossibility, an extension of time for such cause shall not be unreasonably denied by such Party. The extension shall be for the period of the enforced delay, or longer as may be mutually agreed upon by the applicable Parties in writing. Any performance rendered impossible shall be excused in writing by the Party so notified.

14. Project Approvals Independent. Except to the extent otherwise recognized by CEQA, all City Permits which may be granted pursuant to this Agreement, and all Project Approvals which have been issued or granted by the City with respect to the Property and the Project, constitute independent actions and approvals by the City. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if this Agreement is Terminated for any reason, then such invalidity, unenforceability or Termination of this Agreement, or any part hereof, shall not affect the validity or effectiveness of any such City Permits or the Project Approvals. In such cases, such City Permits and Project Approvals will remain in effect pursuant to their own terms, provisions, and conditions of approval. As such, the City may place conditions of approval on all City Permits which may be granted pursuant to this Agreement, and Project Approvals which have been issued or granted by the City with respect to the Property and the Project, so long as such conditions are consistent with the terms of this Agreement.

15. Notices

15.1 Form of Notices; Addresses. All notices and other communications (the “Notices”) required or permitted to be given by any Party to another Party pursuant to this Agreement shall be properly given only if the Notice is: (a) made in writing (whether or not so stated elsewhere in this Agreement); (b) given by one of the methods prescribed in Section 15.2; and (c) sent to the Party (to which it is addressed at the address set forth below (with a copy to the appropriate entity as indicated below) or at such other address as such Party (or the addressee required to be sent a copy) may hereafter specify by at least five (5) calendar days’ prior written notice:

If to City:

City of Suisun City
Attn: City Manager
701 Civic Center Drive
Suisun City, CA 94585

and to:

Aleshire & Wynder, LLP
Attn: Anthony Taylor, City Attorney
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
email: ataylor@awattorneys.com

If to Developer:

Shryne Group, Inc.
Attn: Legal
728 E Commercial St., 2nd Fl.
Los Angeles, CA 90014
Email: legal@shrynegroup.com

and to

Arent Fox LP
555 W 5th St. #48
Los Angeles, CA 90013
Attn: Andy Kong
Email: andy.park@shrynegroup.com

15.2 Methods of Delivery. Notices may be either: (a) delivered by hand; (b) via overnight delivery or through the U.S. Mail via certified mail; or (c) via email with a confirmation copy delivered the following day via overnight delivery. Notices shall be effective on the date of receipt.

16. General Provisions.

16.1 City’s Reservation of Authority. The Parties acknowledge and agree that the intent of the Parties is that this Agreement be construed in a manner that protects the vested rights granted to Developer herein. Except for anything to the contrary in this Agreement, the Parties acknowledge and agree that: (a) the City reserves all of its police power and/or statutory or other legal powers or responsibilities; (b) the City reserves all of its authority to enact additional regulations, whether enacted by the City Council or the City Manager, relating to commercial cannabis business activities; and (3) this Agreement shall not be construed to limit the authority or obligation of the City

to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials. This Agreement shall not be construed to limit the obligations of the City to comply with CEQA or any other federal or state law.

16.2 Amendment or Cancellation. Subject to meeting the notice and hearing requirements of section 65867 of the California Government Code, this Agreement may be amended from time to time, or canceled in whole or in part, by mutual written consent of the City and Developer, or their respective successors in interest in accordance with the provisions of section 65868 of the California Government Code.

16.3 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and referring expressly to this Section. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence of event.

16.4 Successor and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, and any subsequent owners of all or any portion of the Property and their respective successors and assigns. Any successors in interest to the City shall be subject to the provisions set forth in sections 65865.4 and 65868.5 of the California Government Code.

16.5 Interpretation and Governing State Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Agreement shall be brought and heard solely in the Superior Court of the State of California, County of Solano.

16.6 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other Person shall have any right of action based upon any provision of this Agreement.

16.7 Future Acquisitions. In the event that Developer or an affiliate of Developer acquires or obtains a legal or equitable interest in any property other than the Property (the “**After Acquired Land**”) during the Term of this Agreement that the Developer intends to use to expand the Project, the City and Developer shall engage in good faith negotiations for an amendment to this Agreement to incorporate the After Acquired Land and any additional or expanded cannabis businesses.

16.8 Attorneys’ Fees. If either Party commences any action for the interpretation, enforcement, termination, cancellation or rescission hereof, or for specific performance of the breach hereof, the prevailing party shall be entitled to its reasonable attorneys’ fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys’ fees under this Section shall include attorneys’ fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

16.9 Limitation of Legal Acts. Except as provided in Section 16.8, in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed that the Developer's sole legal remedy for a breach or violation of this Agreement by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

16.10 Validation. If so requested in writing by the Developer, the City agrees to initiate appropriate procedure under California Code of Civil Procedure section 860 *et seq.*, in order to validate this Agreement, and the obligations thereunder. Any validation undertaken at the request of the Developer shall be at the sole cost of the Developer.

16.11 Successor Statutes Incorporated. All references to a statute or ordinance, shall incorporate any, or all, successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to the Developer under this Agreement.

16.12 Incorporation of Attachments. All recitals and attachments to this Agreement, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

16.13 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of the City, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any Person who is not a Party or a Transferee; and nothing in this Agreement shall limit or waive any rights Developer may have or acquire against any third Person with respect to the terms, covenants or conditions of this Agreement.

16.14 Not A Public Dedication. Except for Required Exactions specifically set forth in this Agreement and then only when made to the extent so required, nothing herein contained shall be deemed to be a gift or dedication of the Property or any buildings or improvements constructed in the Project, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Property as private property.

16.15 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

16.16 Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be

one and the same instrument when each Party signs each such counterpart.

16.17 Signature Pages. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.

SIGNATURES ARE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

“CITY”

“DEVELOPER”

CITY OF SUISUN CITY,
a municipal corporation

_____,
a California Corporation

By: _____
Lori Wilson, Mayor
_____, 2020

By: _____
Name:
Its:
_____, 2020

ATTEST:

Note: Developer’s signature shall be notarized, and appropriate attestations shall be included as may be required by the bylaws, articles of incorporation, or other rules or regulations applicable to developer’s business entity.

Linda Hobson, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____ _____	_____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT "A"

PROPERTY (red property lines)

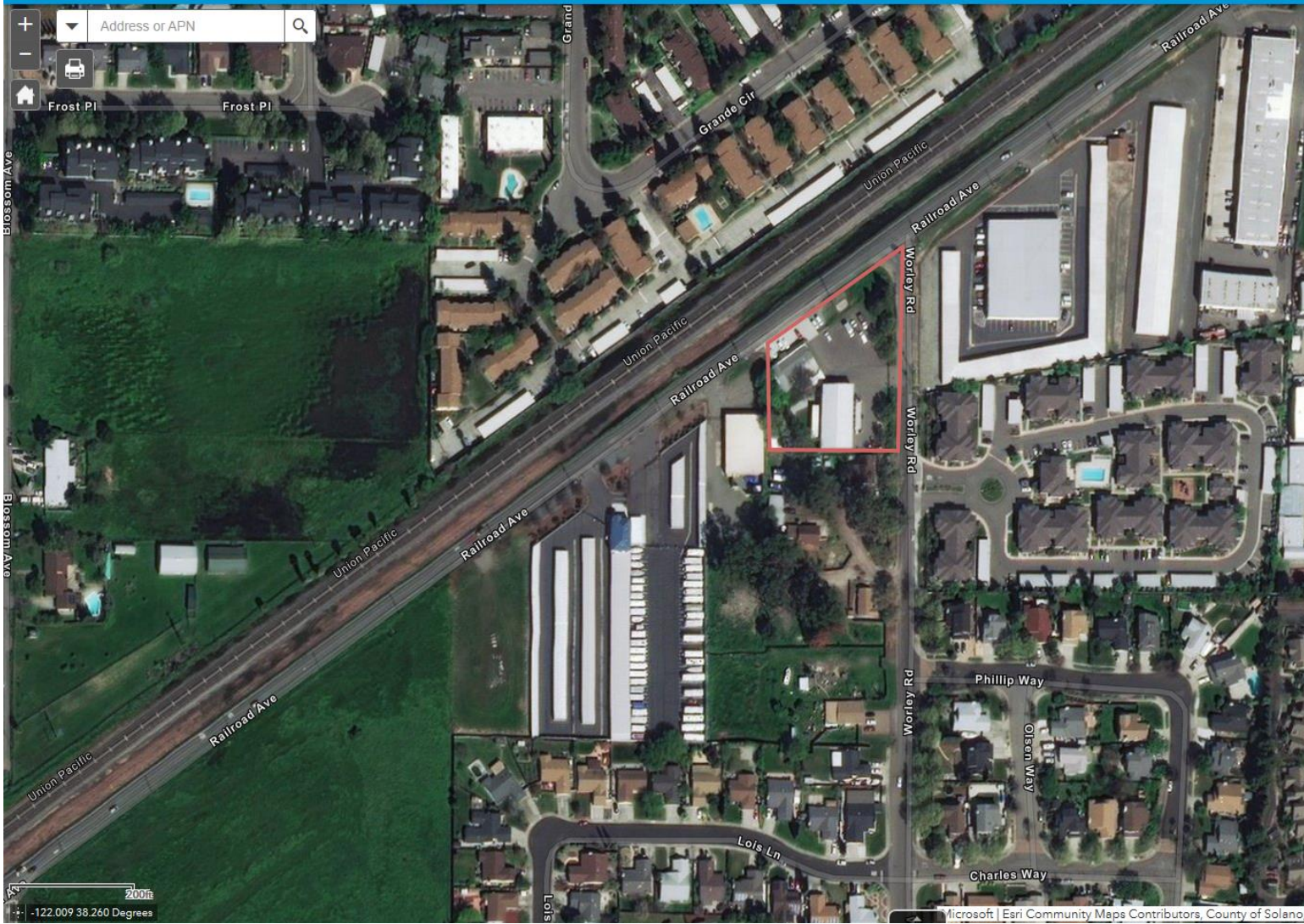


EXHIBIT "B"

PROPERTY LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Solano, City of Suisun City, described as follows:

Beginning at a point on the Easterly line of Lot 71, said point being in the center of a 40 foot public road and being North 0°00'30" West 450.00 feet from the Southeast corner of Lot 71, as shown on that certain map entitled: "Locke Paddon Colony No. 4", filed for record October 11, 1912 in Book 4 of Maps, Page 13, Solano County Records; and from said point of beginning proceeding North 0°00'30" West 367.38 feet to the Northeast corner of said Lot 71; thence along the North line of Lot 71, said line being also the Southeasterly line of right of way of the Southern Pacific Railroad company, South 55°00' West 268.00 feet to a point; thence South 0°00'30" East 209.26 feet to a point that is distant North 0°00'30" West 450.00 feet from the Southerly line of said Lot 71; thence parallel to the Southerly line of Lot 71, South 50°30' East 220.00 feet to the point of beginning.

Excepting therefrom that portion of said land lying within the bounds of private roads as shown on said map.

Also excepting therefrom that portion thereof conveyed to the City of Suisun City in grant deed recorded

September 1, 2015, Instrument No. 201500079523, Official Records.
APN: 0037-080-060

EXHIBIT "C"

CONDITIONS OF APPROVAL

GENERAL

- G-1 The Developer shall indemnify, defend, and hold harmless the City of Suisun City, including its agents, employees, and officers in accordance with the indemnification provisions of the Agreement.
- G-2 The use shall be constructed and operated in accordance with the information presented (except as otherwise identified in these Conditions of Approval) and shall conform to all requirements of the Suisun City Municipal Code (SCMC), including but not limited to the Uniform Building Code, as adopted by SCMC Title 15.
- G-3 Approval of this permit will be effective, provided no appeals are received within 10 days of the City Council meeting date of _____ and that Developer's signatures are obtained affirming that they have read and understand the Conditions of Approval for Application No. _____, and agree to comply with the conditions.
- G-4 The Developer shall comply with all applicable Federal, State, and local codes including, but not limited to, the Uniform Building Code, Fire Code and County Health Department guidelines as interpreted by the County Health Inspectors.
- G-5 All the proposed improvements, including landscape installation shall be completed prior to issuance of any business license or Certificate of Occupancy.
- G-6 Prior commencing operations, Developer shall obtain Type 10 Retailer cannabis licenses from the State of California's Bureau of Cannabis Control, CalCannabis Cultivation Licensing, or the Manufactured Cannabis Safety Branch, as applicable, including from any successor or later-added State agency, and shall maintain such State licensing in good standing throughout the Term of the Agreement. Developer shall obtain a Type 11 Distributor license prior to commencing such operations, which may be at a later date, as determined by Developer.

PLANNING

- P-1 The use shall operate consistently with approved Commercial Cannabis Business Permit (CCBP) approved by the City Council. This includes hours of operation, types of business activities on and off site, and approved site layout.
- P-2 A sign permit and building permit shall be submitted to and approved by the Development Services Department.
- P-3 The final color scheme to be approved by Development Services Director (or his/her designee).
- P-4 Final plans, responding to any comments raised at the _____ City Council meeting, need to be submitted and approved by the Development Services Director (or his/her designee).
- P-5 A photometric/lighting plan shall be submitted and approved by the Development Services Director (or his/her designee) before building permit issuance.

- P-6 All exterior lighting shall be downcast.
- P-7 Construction of the project and use of the property shall be in substantial conformance with the approved plans including the project description. Any deviation will need to be submitted to the Development Services Director to determine whether further Planning Commission consideration is necessary.
- P-8 A total of nine trees shall be planted along the south property line adjacent to the nearest single-family resident to act as a buffer between the properties.

PUBLIC WORKS

- PW-1 Developer intends to make limited frontage improvements and parking improvements, pursuant to an Improvement Plan.
- PW-2 All work performed shall conform to these Conditions of Approval as well as to all City ordinances, rules, standard specifications and details, design standards, and any special requirements imposed by the City Engineer. The Public Works Department will provide inspections to ensure conformance. Any deviation shall require review and written approval by the City Engineer. Deviations or exceptions to the design requirements for private improvements must be identified in the design guidelines, or submitted to the City Engineer for approval.
- PW-2 The City Engineer may approve and/or negotiate minor changes or exceptions to Public Works Department conditions of approval.
- PW-3 The Developer shall designate a design professional as the main point of contact in submitting plans, reports and other documents to the City during the design and plan review phase. Submittals from any other person will not be accepted by the City.
- PW-4 The Improvement Plans shall include a General Note that: any revisions to the approved Improvement Plans and/or City Standards, including those due to field conditions, shall require review and written approval by the City Engineer. The Developer shall have the revised plans prepared by the Project Professional Designer and shall have the revised plans submitted for review and approval by the City Engineer. Any revisions to the Improvement Plans resulting from these or other conditions contained herein shall be subject to written approval of the City Engineer.
- PW-5 The Improvement Plans shall include a Site Improvement Plan prepared by a registered Civil Engineer.
- PW-6 The Improvement Plans shall include and demonstrate successful turning movements for all City fire trucks, Republic Services garbage trucks and commercial trucks.
- PW-7 The Developer shall pay all Public Works fees, including plan review and inspection fees, as established by the City Public Works Fee Schedule at the time of submittal of Improvement Plans.
- PW-8 The Developer shall pay Suisun-Solano Water Authority (SSWA) plan check and inspection fees within 30 calendar days upon receipt of invoice from the Solano Irrigation District (SID) if applicable. The invoice will be for actual expenses incurred by SSWA for providing plan checking and inspection services for the project.
- PW-9 Developer shall submit his Faithful Performance Bond and Labor & Materials Bond

prior to the approval of Improvement Plans. Developer shall submit his One-Year Warranty Bond prior to the City's acceptance of the improvements. The amounts of the Faithful Performance Bond and Labor & Materials Bond shall each be 100% the cost estimate of the civil improvements, while the amount of the One-Year Warranty Bond shall be 20% of the cost estimate of the civil improvements.

- PW-10 The Developer shall obtain all necessary permits from all applicable agencies prior to start of construction.
- PW-11 The Developer agrees to dedicate right-of-way (the "Dedication") by Final Map or approved instrument prepared by the Developer which shall be completed within one-year from the date of execution of the Agreement. The Dedication required of the project along the Railroad Avenue frontage shall create the total ultimate 60-foot road right-of-way, measured from the existing right-of-way line on the northerly side of Railroad Avenue to the south side of the road. The current road right-of-way width is 27 feet, and the right-of-way dedication required of the project is 33 feet or to a point no closer than 10 feet from the existing building.
- PW-12 Debris dumpsters to be used on the Project shall be dumpsters supplied by Republic Services. This is pursuant to the agreement between the City and Republic Services for all areas within Suisun City. Dumpsters shall be screened from public view by a City-approved method and shall be covered at all times after work hours.
- PW-13 All work within the public right-of-way, which is to be performed by the Developer, the general contractor, and all subcontractors, shall be included within a single City Encroachment Permit issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.
- PW-14 The Developer shall have a superintendent present at all times at the job site. Superintendent shall provide the quality control for the Developer; respond to the City's concerns; coordinate inspections with the City Inspector; make construction decisions on behalf of the Developer; and coordinate work of the Developer's subcontractors.
- PW-15 A sign shall be posted on the Property in a manner consistent with the all sign requirements, and shall identify the address and phone number of the Developer and/or Developer's representative for the purposes of responding to questions and complaints during the construction period. The sign shall also indicate the hours of permissible construction work, as required by Suisun City Municipal Code Section 15.04.075.
- PW-16 Prior to start of construction, a privacy screen fence shall be installed and affixed to the existing perimeter fence, and shall be maintained around the perimeter of the lot for the duration of the project construction. The lot and surrounding area shall be kept clear of all trash, weeds, and unusable construction material throughout the construction activity. All construction supplies and equipment shall be stored on the Property.
- PW-18 If any archaeological resources are found during the grading of the site or during performance of any work, work shall be halted, the City Engineer shall be notified and a certified archaeological firm shall be consulted for advice at Developer's expense.
- PW-19 Any relocation or modification of any existing facilities necessary to accommodate the

Project shall be at Developer's expense. It shall be the responsibility of the Developer to coordinate all necessary utility relocations with the appropriate utility company.

- PW-20 Any existing frontage or street improvements, which in the opinion of the City Engineer, are currently damaged or become damaged as a part of the work shall be removed and replaced as required to the current City Standards, or as directed. Prior to start of construction, Developer shall perform a walk-through with Public Works Department staff and take date-stamped photos of existing conditions.
- PW-21 Visual obstructions over three feet in height will not be allowed within the driver's sight triangle near driveways and corners in order to allow an unobstructed view of oncoming traffic. Improvements at driveways and corners are subject to the review and approval of the City Engineer.
- PW-22 The project shall comply with the requirements of the most current Municipal Regional Permit (MRP) issued to the Fairfield-Suisun Urban Runoff Management Program and to the City's Stormwater C.3 Guidebook including implementing recommended construction and post-construction Best Management Practices (BMPS).
- PW-23 No structures such as trees and building foundations shall be installed within easements. Civil and landscape plan sheets shall show the easements.
- PW-24 The Developer shall install a trash enclosure that is in compliance with Detail SW-3 of the City's Stormwater C.3 Guidebook, or the Developer shall provide a location for the trash receptacles located within the existing building. If exterior trash enclosures are provided, the drive aisle pavement sections between driveways and trash enclosures shall be designed to accommodate garbage truck traffic. There shall be a concrete slab that extends 10 feet from the front of the enclosure. The slab shall be a minimum of 6 inches of reinforced concrete over 6 inches of Class II aggregate base compacted to 95% relative compaction. The trash enclosure shall be installed by the northeast corner of the proposed distribution building or another location as approved by Republic Services and the City Engineer. If the trash receptacles are planned to be stored inside of the building, the location must adhere to all building codes and a written service plan shall be provided and approved by the City refuse service provider, Building Official and the City Engineer prior to issuance of the Certificate of Occupancy.
- PW-25 Vehicles hauling dirt or other construction debris from the site shall cover any open load with a tarpaulin or other secure covering to minimize dust emissions.
- PW-26 The maximum allowable slope in landscape areas shall be 3:1, or as approved by City Engineer. Slopes steeper than the allowable slope would require the installation of retaining wall.
- PW-27 Dust control shall be in conformance with Section 15.12.320 of the Suisun City Municipal Code.
- PW-28 Street sweeping shall be regularly performed during the construction phase such that no evidence of tracking dirt shall be present on the public street.
- PW-29 Landscaping and irrigation shall comply with the City's water efficient landscaping ordinance.
- PW-30 Project improvements shall comply with the requirements of the Americans with

Disabilities Act.

- PW-31 Drive aisles in the parking lot shall be a minimum of 25 feet wide.
- PW-32 The Developer shall submit for City review and approval a parking lot lighting, signage, and striping plan.
- PW-33 The project shall re-establish and cleanout the existing natural ditch along the west side of Worley Road fronting the project site as approved by the City Engineer.
- PW-34 The exit-only project driveway on Worley Road shall be controlled by a STOP sign, bar and legend. The project driveways shall have entrance only and exit only signage including arrow directional pavement markings. Moreover, driveways shall comply with the City requirements for a commercial driveway.
- PW-35 The driveway on Worley Road shall be an exit only driveway, while the driveway on Railroad Avenue shall be an entrance only driveway. Any deviation must be approved by the City Engineer.
- PW-36 The project shall utilize the existing frontage improvements as a paved eastbound deceleration driveway taper to the proposed entrance-only driveway on Railroad Avenue. Striping and signage improvements shall be utilized to restrict parking on the property frontage on Railroad Avenue. including cross striping the area in front of the building to reinforce the no parking area adjacent to the driveway taper.
- PW-37 No on-street parking shall be permitted on Railroad Avenue upon substantial completion of the right-of-way construction at 500 block Railroad Avenue, or Worley Road. The project shall post No Parking signs along Worley Avenue frontage and Railroad Avenue upon substantial completion of the right-of-way construction and prior to issuance of the Certificate of Occupancy
- PW-38 The Improvement Plans shall include any necessary street signage and pavement markings and striping along the project frontages. All pavement markings and striping shall be thermoplastic or as required by City Engineer.
- PW-39 Prior to the issuance of Certificate of Occupancy, the Developer shall submit to the Public Works Department “as-built” Improvement Plans in PDF format.

FIRE SAFETY

- FD-1 Emergency Vehicle Access- Maneuverability into and around the parking area must meet minimum requirements regarding turning radius, as determined by the Suisun City Fire Department.
- FD-2 Security Gates- The security gates located at Railroad avenue and Blossom avenue shall have a means of emergency operation approved by the SCFD, from the street side, including in the event of power loss, as required by the 2019 California Fire Code, Section 503.6 Security Gates. The SCFD recommends Knox Gate & Key Switch operation as this would comply with multiple other gated businesses in the City.
- FD-3 Key Boxes – SCFD emergency access to or within the structures is necessary and shall be provided with key boxes installed at approved locations.

SOLANO IRRIGATION DISTRICT

- SID-1 Water facilities shall conform to the current Suisun-Solano Water Authority (SSWA) standard specifications and details.
- SID-2 Per the SSWA Cross-Connection Control Resolution No. 99-01, all types of commercial buildings and landscape irrigation services are required to include an approved backflow prevention assembly, at the developer's expense. The desired location, service size, and flow-rate for the backflow prevention assembly must be submitted for approval. Based on the proposed commercial use, a Reduced Pressure Principle Assembly will be required on each of the domestic water services.
- SID-3 Per the SSWA Cross-Connection Control Resolution No. 99-01, fire protection systems are required to include an approved backflow prevention assembly, at the developer's expense. The desired location, service size and flow-rate for the fire protection system must be submitted for approval. Based on the proposed commercial use, a Double Check-Detector Check (DCDC) Assembly will be required on each of the fire protection systems.
- SID-4 The developer is required to provide and install freeze protection for all RPBFP's and DCDC's at the developer's expense.
- SID-5 At the time the Building Permit is issued, the developer will be required to pay the appropriate SSWA Connection Fee and Meter Installation Fee at the City of Suisun City. These fees are determined by the size of meter requested. All domestic water services will be metered.
- SID-6 We require that the District (on behalf of SSWA) review, approve and sign all Final and/or Parcel Maps, and that SSWA review, approve and sign the Improvement Plans of this development.
- SID-7 The SSWA Plan Review Fee applies and is due upon submittal of the maps and plans for review.
- SID-8 Electronic AutoCAD files and scanned .tif images at 300 dpi (of all improvement plan sheets) are required upon the completion of the project showing "as-builts" for electronic archiving.

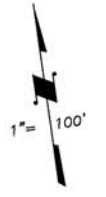
CANNABIS BUSINESS ZONE -



POR. LOT 37, RANCHO TOLENAS
POR. SEC. 19, T.5N., R.1W., M.D.B. & M. EXT.

Tax Area Code
5004
5007
5031

37-08



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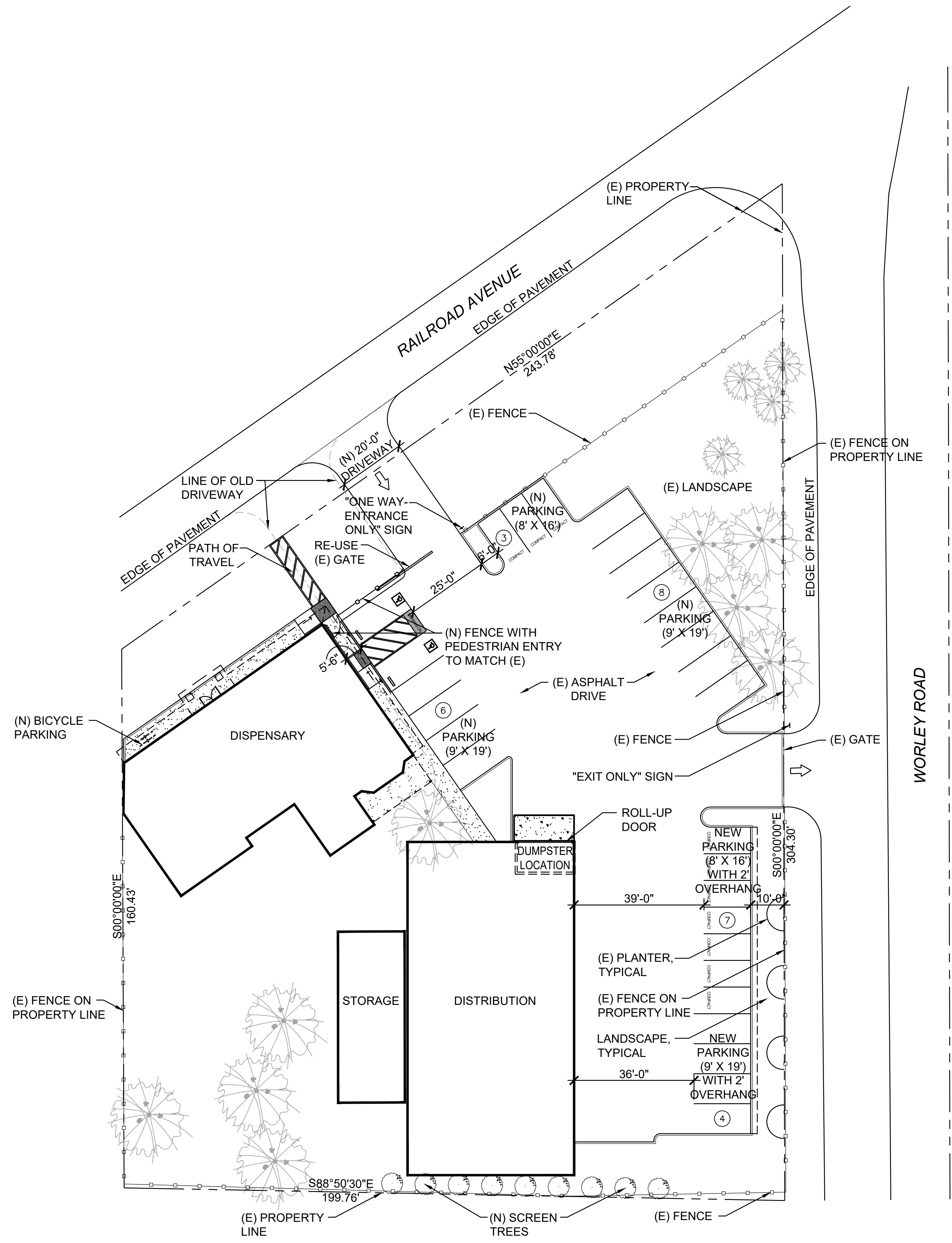
Locke-Paddon Colony No. 4, R.M. Bk.04 Pg.13
Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles

080-02 Chg.(Dd)	11-10-15	DV
080-06 Chg.(Dd)	9-1-15	DV
SBE 07-005	12-11-06	DV
080-19 (Dd)	10-25-04	SE
REVISION	DATE	BY

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

CITY OF SUISUN
Assessor's Map Bk.37 Pg.08
County of Solano, Calif.

16-17



SITE PLAN
SCALE: 1" = 20'-0"

SITE DATA

APN: 0037-080-060
 ZONING: CSF (COMMERCIAL SERVICES & FABRICATING)
 SITE AREA: 46,320 S.F. (1.41 AC.)

BUILDING AREA:
 DISPENSARY 3,661 S.F.
 DISTRIBUTION 5,000 S.F.
 DELIVERY 1,028 S.F.
 TOTAL BUILDING AREA 9,689 S.F.
 COVERAGE 20.9%

PARKING REQUIRED:
 RETAIL AT 1/200 S.F. (3,661 S.F.) 18 SPACES
 DELIVERY AT 1/300 S.F. (1,028 S.F.) 4 SPACES
 DISTRIBUTION AT 1/1,000 S.F. (5,000 S.F.) 5 SPACES
 TOTAL PARKING REQUIRED 27 SPACES

PARKING PROVIDED:
 ACCESSIBLE 2 SPACES
 STANDARD (9'x19') 16 SPACES
 COMPACT (8'X16') 10 SPACES
 TOTAL PARKING PROVIDED 28 SPACES

BICYCLE PARKING AT 5% (30 SPACES) = 2 REQUIRED



TOM WILSON ARCHITECT, INC.
 920 First Street, Suite 202
 Benicia, CA 94510
 Tel: (707) 747-1231
 www.tw-architects.com



AUTHENTIC 707
 521 RAILROAD AVENUE
 SUISUN CITY, CALIFORNIA

DATE: 09-15-2020

REV. NO.	REV. DATE

SITE PLAN

X - 23

JOB NO.: NSE13

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SHRYNE
GROUP
INC.



SGI Suisun LLC dba Authentic 707

Cannabis Retail Application

Brian Mitchell

(415)336-0374 | brian.mitchell@shrynegroup.com



Commercial Cannabis Business Application

FOR INTERNAL USE ONLY

To be considered under the first Request for Application (RFA) process initiated by the City pursuant to SCC Section 18.49.160(B) and these RFA Guidelines and procedures, applications must meet the criteria set forth herein, satisfy any and all other applicable requirements as set forth in SCC Chapter 18.49, and be submitted to the City during the RFA application period of 8:00 a.m. January 9, 2020 through 5:00 p.m. April 7, 2020. Applicants must schedule an appointment to submit an application, and applications (with applicable fees) shall be submitted to the Development Services Department located at 701 Civic Center Blvd., Suisun City, CA 94585.

An informational workshop for potential applicants is scheduled for 2:00 p.m. January 28, 2020 at the Suisun City, City Hall, 701 Civic Center Blvd. Suisun City, CA 94585. Attendance at the workshop is strongly encouraged, but not mandatory. Please RSVP here: <https://suisun-city-cannabis-bus-workshop.eventbrite.com>.

Each application shall include the materials and comply with the requirements set forth in these RFA Guidelines and Procedures, as follows (without limitation as to any other applicable requirements set forth in SCC Chapter 18.49 or otherwise established by or pursuant to the authority of the City Council)

Application Submission. Applicants, **by appointment**, must hand-deliver five (5) completed and signed copies of their application, including all attachments, along with a flash drive containing one completed and signed copy of the application in PDF format, and payment of the required application fees, to the City's Development Services Department during the application period. All application contents, as provided above, shall be enclosed in a sealed envelope or container and addressed to the City of Suisun City, Development Services Department, 701 Civic Center Blvd., Suisun City, CA 94585. Late applications will not be accepted or considered. No person or entity may submit multiple applications. The applicant shall be the owner(s) of the proposed Storefront Retailer that is the subject of the application. Staff will be accepting questions via the department email address developmentsservices@suisun.com as well as via phone (707.421.7335).

Page 1



BUSINESS TYPE

Type 10 = Retailer

FEE

Application Deposit. Payment of an initial deposit, in the amount established by resolution of the City Council, toward the Preliminary RFA Application Review Fee is required at the time of application submission, and may be made by a certified check, cashier's check, or money order made payable to the City. Deposited amounts expended by the City are non-refundable. Deposited amounts remaining unexpended upon the conclusion of the RFA process will be refunded upon request of the fee payor.

Application Deposit for RFA Application Preliminary Review and Processing	\$4,800.00
--	-------------------

SGI Retail LLC dba Authentic 707

Business Name

521 Railroad Ave. Suisun City, CA 94585

Property Address

Brian Mitchell

Name of Owner (Individual)

(415)336-0374

**Owner's Telephone
Number**

brian.mitchell@shrynegroup.com

Owner's Email Address



1. Attach a complete list of every person with 20% interest or more in the business including full name, title within the entity, birthdate and location, social security or tax identification number, phone number, e-mail, the date owner acquired interest in entity, the percentage of ownership interest, and if applicable, the number of shares owned, financial interest in other cannabis business, etc. (Additional page label #1.1)

See Attachment

2. A complete list of every person holding a management role including name, personal address and phone number, title and duties. (Additional page label #1.2)

See Attachment

3. For each owner and manager, a fully legible copy of one (1) valid government-issued form of photo identification, such as a driver's license, shall be submitted. (Attach and label #1.3)

See Attachment

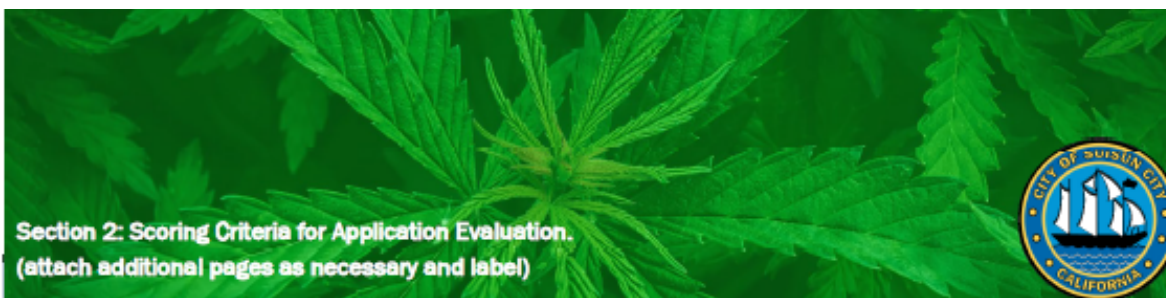
4. For each owner and manager, a summary criminal history (Live-Scan), dated not more than two weeks prior to the date of this application, has been processed through an authorized operator. The City will receive results of the Live-Scan directly. Live-Scan is available at the Suisun City Police Department, appoint is necessary. Please email akent@suisun.com for more information. (Attach and label #1.4)

See Attachment

5. A list of types and numbers of marijuana licenses already received by the applicant from the State of California, including the date the license was obtained, the licensing authority that issued the license, and the location. (Attach additional pages as necessary and label #1.5)

Business Name	Location	License Permit Authority	Permit License Number
See Attachment			

Page 3



The City will consider the following selection criteria in its evaluation of applications submitted under this RFA and will award up to a maximum of 200 points to each application received.

Site Control	15
Business Plan	30
Floor Plan/Elevations	25
Qualification of Applicants	20
Neighborhood Compatibility	30
Safety and Security Plan	25
Community Benefits, Labor, & Employment	30
Air Quality Control Plan	25



Section 2.1 Site Plan

A scaled site plan, prepared by a licensed civil engineer or architect, of the premises, including at minimum all buildings, structures, driveways, parking lots, landscape areas, and boundaries.

Section 2.2 Floor Plan / Elevations

Depict existing and proposed conditions. The floor plan(s), elevations, site layout and vector isometric renderings should be accurate, dimensioned and to-scale (minimum scale of 1/4"). If new building construction is proposed, provide a preliminary site layout and floor plan, preliminary elevations, vector isometric renderings.

Section 2.3 Safety & Security Plan

The application shall include:

- A detailed security plan meeting and confirming ability to comply with the requirements of SCC Section 18.49.150(H) and the Supplemental Security Requirements for Storefront Retailers/Dispensaries adopted by the City Council. This plan should also include a description and detailed schematic of the overall facility security of the proposed use. It should have details on operational security, including but not limited to general security policies for the facility, employee specific policies, training, sample written policies, transactional security, visitor security, third party contractor security and delivery security. In particular, applications should address ingress and egress, perimeter security, product security (at all hours), internal security measures for access (area specific), types of security systems (alarms and cameras), and security personnel to be employed. Security plans will not be made public.
- A detailed fire safety plan. This plan should describe the fire prevention, suppression, HVAC and alarm systems the facility will have in place. An appropriate plan will have considered all possible fire, hazardous material, and inhalation issues/threats and will have both written and physical mechanisms in place to deal with each specific situation. The plan should reflect compliance with all applicable provisions of the California Fire Code and other applicable laws and regulations.
- A detailed fire evacuation plan. This plan should depict the location of all exits, the primary and secondary evacuation routes, and the distance to all exits. The plan should reflect compliance with all applicable provisions of the California Fire Code and other applicable laws and regulations.

Section 2.4 Transportation Plan

A transportation plan describing the procedures for safely and securely transporting cannabis and cannabis products and currency to and from the premises.





Section 2.5 Air Quality / Odor Control Plan

Describe how interior air circulation, ventilation and filtration systems will minimize impacts to employees' and customers' health and welfare and prevent any odor impacts to surrounding businesses or the public.

Section 2.6 Disposal Plan

Procedures for identifying, managing, and disposing of litter, waste, and contaminants and hazardous materials pursuant to Section 18.49.150(M)-(N).

Section 2.7 Business Plan

With as much detail as possible, describe:

- The day-to-day operations of the proposed Storefront Retailer, which are to meet industry best practices for Storefront Retailer uses.
- How the proposed use will conform to local and state laws and regulations.
- How cannabis and cannabis products will be tracked and monitored to prevent theft and diversion.
- A schedule for commencement of operation, including a narrative outlining any proposed construction and improvements and a timeline for completion of work.
- A budget for construction, operation, maintenance, compensation of employees, equipment costs, utility costs, and other operation costs. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, and must describe the sources and uses of funds.
- A pro forma for at least three years of operation.

Section 2.8 Operations Plan

An operations plan, detailing the operating procedures of the proposed commercial cannabis business, tailored to the specific type of business proposed. Such procedures shall address, without limitation, storage, handling and use of cannabis, cannabis products, and any other materials to be used or contained in the proposed operation, handling of cash, equipment and methods to be used, inventory procedures, lighting, signage and quality control procedures, as applicable.



Section 2.9 Qualification of applicants

Include information concerning applicant’s past experience with operation of any commercial cannabis businesses, including, but not limited to, Storefront Retailers/Dispensaries. Provide details on all such businesses that have been under the full or partial ownership or management of the applicant, including the full legal name, location, commencement date, and current status of the operation (including date of termination of the business and description of the reason for termination, if applicable). To the extent applicable, disclose and describe:

- (1) any and all state or local cannabis permits or licenses currently held by the business or applicant;
- (2) any administrative order or civil judgment ever entered against the business or applicant for violation of labor standards;
- (3) any suspension or revocation of a state or local cannabis license or permit ever held by the business or application; and
- (4) any sanctions for unlicensed/unpermitted commercial cannabis activity ever imposed by a state or local agency against the business or applicant. Describe any special qualifications or licenses of the applicant that would add to the number or quality of services that the proposed Storefront Retailer would provide, especially in areas related to medicinal or scientific applications of cannabis or cannabis products.

Section 2.10 Site Control

Provide a statement regarding whether the applicant has legal control of the proposed Storefront Retailer site or location. The City considers site control a requirement in enabling an operator to commence business activities in a timely manner. Demonstration of any legal control through proof of ownership, tenancy, or other legal right or entitlement to control of the site should be included with the application. Scoring is as follows:

- Lease 5 points
- Ownership/Substantial Renovation 10 points
- New Building 15 points

Section 2.11 Neighborhood Compatibility – Good Neighbor Policy

Address the degree to which the proposed use is compatible with surrounding uses and how the proposed use, including its exterior areas and surrounding public areas, will be managed to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community. Include a site plan (accurate, dimensioned and to-scale) for the proposed location. Every cannabis business must describe how the business interacts with the neighborhood. You need to meet with your neighbors to get feedback on what to include in your Good Neighbor Policy for your business, they in turn will be added to you conditions of approval.



Section 2.12 Community Benefits

Describe the benefits that the proposed use would provide to the local community, such as community contributions, participation in or support of community organizations, drug abuse awareness education, or other contributions or activities that will benefit the community.

Section 2.13 Criminal History Check

As part of the RFA Process, each owner and manager of the proposed Storefront Retailer must undergo a criminal background check, administered by the Suisun City Police Department using “Live Scan,” demonstrating that he or she has not been convicted within the last ten years of a felony substantially related to the qualifications, functions or duties of operation of a Storefront Retailer (such as a felony conviction for distribution of controlled substances, not including cannabis, money laundering, racketeering, etc.). All fees and costs associated with completing background checks shall be paid by the applicant. No individual who does not undergo and pass the required background check shall be involved in the operation or ownership of a Storefront Retailer in the City, unless such individual has obtained a certificate of rehabilitation (expungement of felony record) for the applicable transgression(s) under California law or under a similar federal statute or state law where the expungement was granted. The application for the Live Scan and appointment link will be made available on the City’s website. Persons who do not meet criminal history eligibility requirements will be disqualified from the RFA process.

Section 2.14 Labor and Employment

If applicant is proposing higher wages the application could describe to what extent the Storefront Retailer will adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees. Specific practices that are subject to consideration include the following:

- i. Providing a description of proposed payroll practices/use of payroll consultants that document employee compensation.
- ii. Providing compensation to and opportunities for continuing education and training of employees/staff (include proof of the proposed business’ policies and regulations for employees);
- iii. Providing a “living wage” to the proposed business’ staff and employees. The proposed wage scale should be provided in writing for all levels of employment within the business. “Living Wage” shall mean 150% of the minimum wage mandated by California or Federal law, whichever is greater.
- iv. Describing the extent to which the proposed business will be a locally managed enterprise whose owners reside in or within the vicinity of the City.

Page 8



Section 2.15 Proposed Location

Include the address, assessor's parcel number(s), and a detailed description of the proposed location. This section should also describe and generally characterize all uses within 600 feet of the property line of the proposed location. The proposed site must be located in the Commercial Services and Fabrication (CSF) zone and may not be located within 600 feet of a K-12 school, commercial daycare center, or center.


 Brian Mitchell (Jan 30, 2020)
Signature Owner

Jan 30, 2020
Date

Brian Mitchell
Print Name

Jan 30, 2020
Date

Dear Suisun City,

SGI Suisun LLC d/b/a Authentic 707 (“Authentic 707”) is applying for a cannabis dispensary license and hereby submits its Commercial Cannabis Business Application – Storefront Dispensary. This cover letter is an overview of our core values and qualifications which are more fully described in the application.

As a local resident who has lived in Fairfield for most of my adult life, I am honored to be able to submit this application for your consideration. Most of my family and many of my friends live in Suisun City and Fairfield and it would be a dream come true to be able to share my life’s work of educating the public on the benefits and safe use of cannabis.

MISSION

Shryne Group, Authentic 707’s parent entity, was founded in 2017 by James Kim and myself with the goal of providing Californians the safest and most reputable cannabis products in a modern and inclusive retail environment. With this merger of various businesses James and I had built, we have quietly put together a diverse, fully integrated cannabis portfolio which includes three cultivation, two manufacturing, two distribution and fifteen retail licenses across the entire state of California.

As one of California’s only truly vertically integrated cannabis companies, Shryne Group’s mission is to cultivate, produce and sell the safest cannabis products to our customers and other cannabis firms, while embracing an inclusive and diverse culture at the corporate and operational levels. The store name Authentic 707 reflects our belief that a business should instill the values of the community in which it operates and should contribute towards the benefit of the entire neighborhood.

Safety

As a cancer survivor who was introduced to the healing effects of cannabis during my recovery, I have dedicated the last 12 years of my life to cultivating the purest and safest cannabis products for other cancer patients and sufferers of epilepsy, physical injuries, anxiety and other ailments. Shryne Group has allowed me to fulfill this mission through our four cultivation operations in California which produce 56,000 pounds of cannabis per year. All 28+ tons are inspected and tested daily for pesticides, microbiological contaminations and other hazardous materials. Our two manufacturing facilities, totaling 17,500 square feet, utilize the most rigorous safety and testing standards in the industry in partnership with outside safety testing firm, CannaSafe.

We pursue our mission to provide consumers with the purest and most rigorously tested product by selling our products at our own retail stores in Los Angeles, San Francisco, Davis, Palm Desert, Modesto and Alameda. By stocking the shelves mostly with our own carefully cultivated and tested products and the remainder with third party products that have passed Shryne Group’s industry best testing standards, our retail stores provide customers with the safest and most effective products in the industry.

Inclusion

Shryne Group is a minority owned business¹ and its owners and employees reflect the diverse ethnic and cultural backgrounds of the California communities in which we operate. The fact that five of our seven C-suite level executives are minorities and the company of over 350 people is comprised of 64% minority employees is not an accident. James and I both grew up in California and one of our goals when starting Shryne Group was that it would ensure the diversity of its employees and customers so that people from all walks of life would be able to participate in the job opportunities and the benefits associated with the legal cannabis industry.

Our store concept and design reflect this sense of inclusion as well. While our stores with their futuristic retail pods and sleek interior provide a luxury shopping experience, each of our stores has an inviting feel with open floor plans, high ceilings and artwork from local artists. Visitors are encouraged to enjoy the visual experience of the murals and other displays of local art and can also peruse our gift shop and accessories area with the assistance of our staff. Our highly trained employees are taught to educate and welcome the customers with the help of our proprietary customer education materials.

Our mission to welcome adults of all socioeconomic backgrounds and ages to our stores is also reflected by the array of products at varying price points that we carry. We carry up to 12 different types of products, including flowers, oils, topicals and edibles, from over 50 California vendors in addition to our in-house products. We also offer products at a wide range of price points. From very high-end artisanal products for special occasions to more affordable products for cost sensitive customers, we have something for everyone so that no one is excluded from our luxury shopping experience. As an example, our vertical integration permits us to sell our lowest priced in-house flower at approximately \$5.25 a gram, which is 60% cheaper than the average price of flower at other legal dispensaries in California.²

As part of our mission to embrace all of the stakeholders of the communities in which we operate, we engage and partner with them to create a symbiotic relationship. Examples include:

- Hiring 85-90% of all retail store employees from within the city in which we operate;
- Protecting employees' rights by having all retail employees unionized with the United Food and Commercial Workers (UFCW) International Union;
- Paying such employees living wages of between \$18.00 - \$35.00 an hour and providing health and dental insurance;
- Hiring local vendors such as local contractors, janitorial companies and IT companies;
- Sponsoring local causes by:
 - Partnering with local Boys & Girls Clubs, homeless organizations such as PATH and other local non-profits by contributing money and volunteering to such organizations,
 - Sheltering 500 homeless people for a 20-month period at our temporary homeless shelter in Sacramento,

¹ Authentic 707 is in the process of becoming certified as a Minority Business Enterprise.

² <https://marijuanarates.com/blog/california-marijuana-prices/>

- Hosting a Veterans Day month-long event at all of our stores where 20% of proceeds of in-house products were donated to veterans.
- An apprenticeship and work development program which provides on the job training, scholarships at local colleges and pathways for management positions at Shryne Group.

SUCCESS

While our mission of providing the safest and most effective products while including the communities in which we operate in the success of our business crystalized organically by our belief in these missions, these missions have also bolstered our success. For example, our product brands such as Stiiizy and Liiit have developed a cult-like following in California due to its industry wide reputation for purity and safety and its local roots in California. The diversity of our company has allowed us to be forward thinking and allowed us to connect with the similarly diverse customer base from a brand and demand perspective. Add the fact that our vertical integration permits us to sell products for **27% less** than our competitors, and you have the **most successful** cannabis company in California.

Our other missions, qualifications and experiences are discussed in more detail in the application. We hope that we can share these missions and replicate the success we have had with other cities with Suisun City.

Sincerely,

Brian Mitchell

CEO

SECTION 1.1: Owner Information

Brian Christopher Mitchell

Title: Managing Director
Birthdate and Location: [REDACTED]
SSN: [REDACTED]
Phone Number: (415)336-0374
E-Mail: brian.mitchell@shrynegroup.com
Date Owner Acquired Interest: February 4, 2020
Percentage of Ownership Interest: 51%

Shryne Group, Inc.

Title: Parent Company
Birthdate and Location: N/A
Tax ID: 83-4117033
Phone Number: (415)336-0374
E-Mail: brian.mitchell@shrynegroup.com
Date Owner Acquired Interest: February 4, 2020
Percentage of Ownership Interest: 49%

SECTION 1.2: Managers and Duties

Brian Mitchell

Personal Address: [REDACTED]
Phone Number: [REDACTED]
Title: CEO / Owner

Duties:

- Direct all aspects of the business
- Form relationships with organizations, city officials, and stakeholders
- Engage local vendors and suppliers and oversee hiring of all employees.
- Ensure business is giving back to the Suisun City community.

James Kim

Personal Address:

Phone Number:

Title:

Chief Retail Officer

Duties:

- Manage vendor relationships and analyze sales data and market trends to stock proper inventory
- Implement SOPs for new stores
- Market and advertise store and products to increase customers and sales

Andrew Hopkins

Personal Address:

Phone Number:

Title:

Chief Compliance Officer

Duties:

- Review and comprehend current and new laws and regulations regarding the cannabis industry
- Train all levels of staff on comprehension and application of all laws and regulations
- Draft memos to be read by all levels of staff regarding changes and updates to laws and regulations
- Write, manage, update, and train on standard operating procedures for successful and compliant operations of the entities
- Perform random/unannounced internal audits of all cannabis operations across the state to ensure compliance of laws and regulations
- Create action items for staff members to fix any discrepancies between operation and compliance

TBD

Personal Address: TBD
Phone Number: TBD
Title: General Manager

Duties:

- Manage day-to-day operations
- Establish dispensary-level plans and disseminate across all levels of staff
- Report to owners/corporate on monthly, quarterly, and yearly basis
- Hire, train, discipline, and terminate employees as needed
- Process inventory
- Perform internal audits on both product and cash
- Product sourcing
- Manage vendors, deliveries, and repairs
- Ensure compliance with local and state laws and regulations
- Handle cash payments, deposits, withdrawals, and counts
- Ensure all Safety and Security Procedures are followed
- Address and rectify customer/neighbor concerns or comments
- Conduct performance reviews with employees & monitor employee productivity, attitudes, and performance results
- Maintain excellent facilities conducive to enhancing employee productivity
- Provide company-wide communication & manage change
- Ensure employee safety, wellness, and health & welfare

TBD

Personal Address: TBD

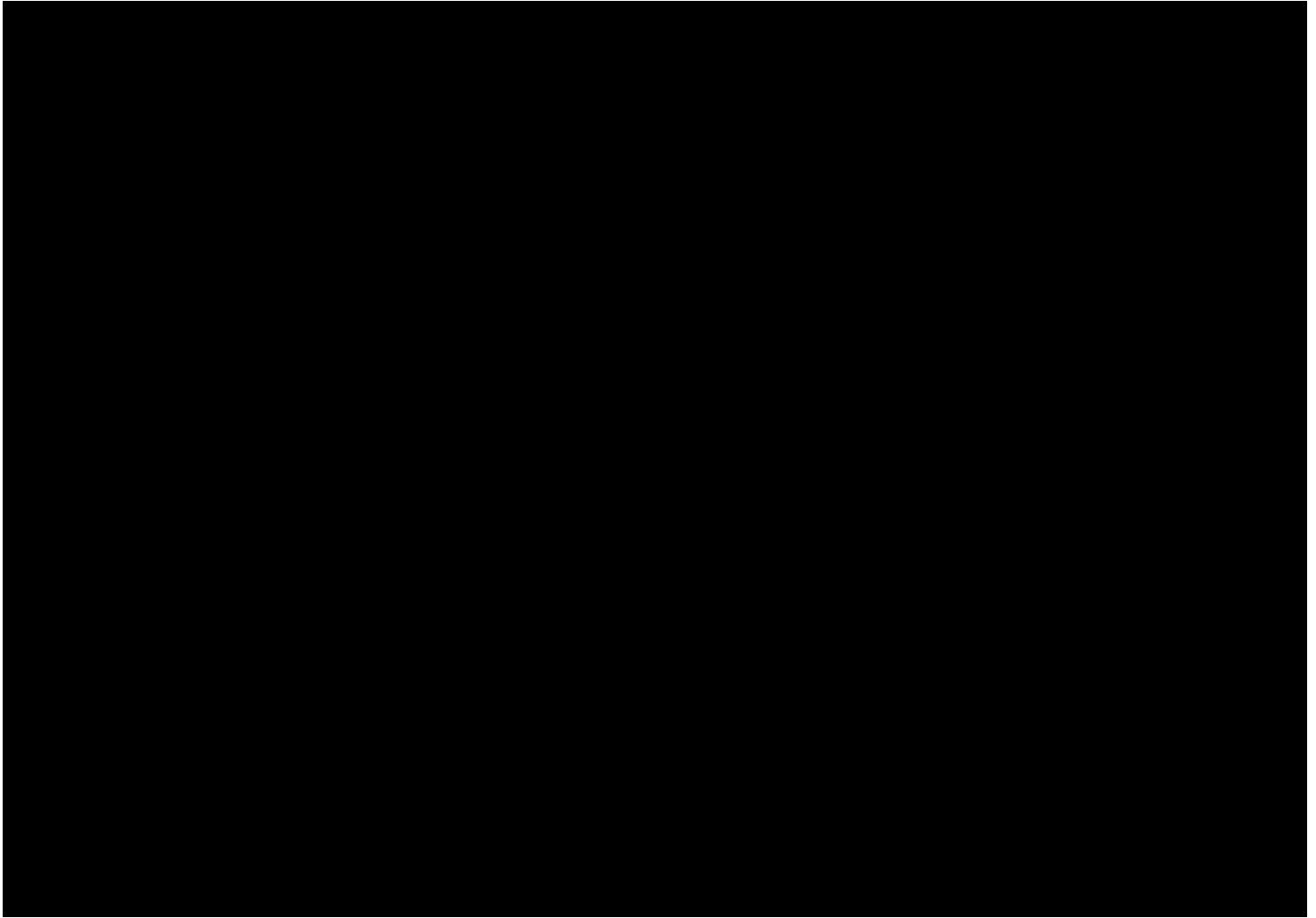
Phone Number: TBD

Title: Manager

Duties:

- Maintains an accurate and up to date knowledge of BCC compliance regulations
- Cover General Manager duties when General Manager is absent
- Reports to the General Manager
- Creates/oversees staff schedules, finding coverage if needed for sick time, vacation time off
- Onboard employees and ongoing training
- Perform Human Resource duties at store-level
- Process payroll
- Ensures that store/grounds are clean and presentable; manages repair and maintenance; responds to emergencies.
- Supervises inventory and inventory control
- Works with leadership team to create budgets and forecast sales
- Sets sales, service and profit goals and leads staff to exceed them
- Keeps up on product knowledge and changes in the industry
- Manages financial records and cash handling procedures
- Attends and contributes to weekly leadership meetings
- Communicates with and coaches staff to ensure superior customer service, sales performance, and product knowledge
- Resolves customer complaints and helps respond to customers' special needs
- Assist Sales Associates when needed on Sales Floor

SECTION 1.3: Government ID



SECTION 1.4: Live Scans

Please see Section 2.13 for the Live Scans of Brian Mitchell, Owner, James Kim, Co-Owner of Shryne Group, and Andrew Hopkins, Chief Compliance Officer. Only Brian and Andrew will be involved in the day-to-day operation of the business.

SECTION 1.5: List of Licenses

Business Name	Date	Location	License Permit Authority	Permit License Number
JBTB Holdings, Inc.	4/10/18	1031 98th Ave. Oakland, CA 94603	BCC	C11-0000586-LIC
JBTB Holdings, Inc.	5/15/19	1031 98th Ave. Oakland, CA 94603	CDPH	CDPH-10003198
BCOK, Inc. dba Stiiizy Mission	5/14/19	3326 Mission St. San Francisco, CA 94110	BCC	C10-0000053-LIC
Ironworks Collective, Inc. dba Stiiizy	12/10/18	718 E Commercial St. Los Angeles, CA 90012	BCC	C10-0000346-LIC
Ironworks Collective, Inc.	5/20/19	718 E Commercial St. Los Angeles, CA 90012	CDPH	CDPH-10003246
Ironworks Collective, Inc.	12/14/18	718 E Commercial St. Los Angeles, CA 90012	BCC	C11-0000620-LIC
Olive Drive Enterprises, LLC dba Stiiizy Davis	12/5/18	965 Olive Dr. Suite G1 Davis, CA 95616	BCC	C10-0000112-LIC
Strategic Green Partners LLC dba Palm Desert	12/19/18	72180 Highway 111 Palm Desert, CA 92260	BCC	C10-0000275-LIC
CV Wellness, LLC dba Stiiizy Modesto	7/17/19	426 McHenry Ave. Modesto, CA 95350	BCC	C10-0000448-LIC
Farm 87 dba Briceland Farms	4/8/19	1550 Old Summerville Creek Rd. Unincorporated, CA 95542	CDFA	PAL18-0000577
Main Street Supply	9/24/19	1528 Webster St. Alameda, CA 94501	BCC	C10-0000623-LIC
Screaming Eagle	12/06/2019	5434 Mission Blvd., Jurupa Valley, CA 92509	BCC	C10-0000661-LIC
Nibble This Inland LLC	2/17/2020	506 Inland Center, San Bernardino, CA 92408	BCC	C12-0000150-LIC
SGI Ducommun LLC	12/19/2019	706 Ducommun St Los Angeles, CA 90012	CDFA	CCL19-0005368
LDE Logistics	7/1/2019	1031 98th Ave. Oakland, CA 94603	BCC	C11-0000601-LIC
LDE Logistics	7/1/2019	1031 98th Ave. Oakland, CA 94603	CDFA	CCL18-0000214

SECTION 2.1: Site Plan

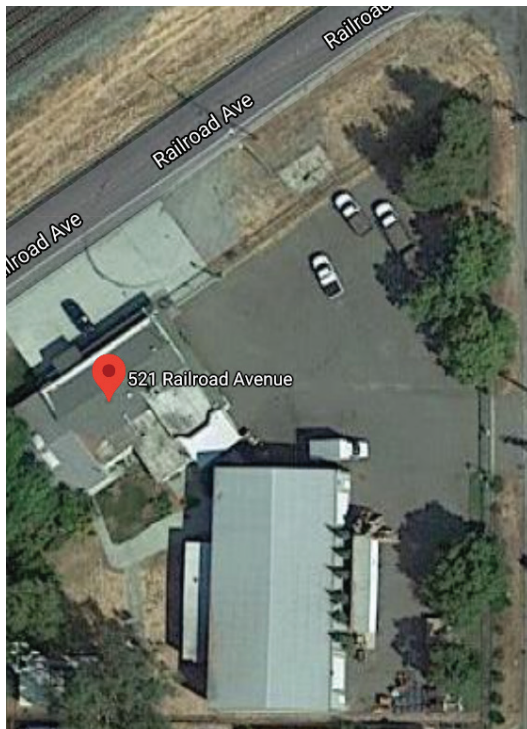
Attached as Exhibit A is a scaled site plan prepared by licensed architect Tom Wilson, of TW Architects based out of Benicia, of our proposed location at 521 Railroad Ave, Suisun City, CA 94585.

Section 2.2: Floor Plan/Elevations

Attached as Exhibit B is a floor plan and elevation.

The property at 521 Railroad Avenue is currently used as a training office for electrical line installation and repair. Here are some images of the current view of the property:

Aerial View



Frontage along Railroad Ave.



View from intersection of Worley and Railroad



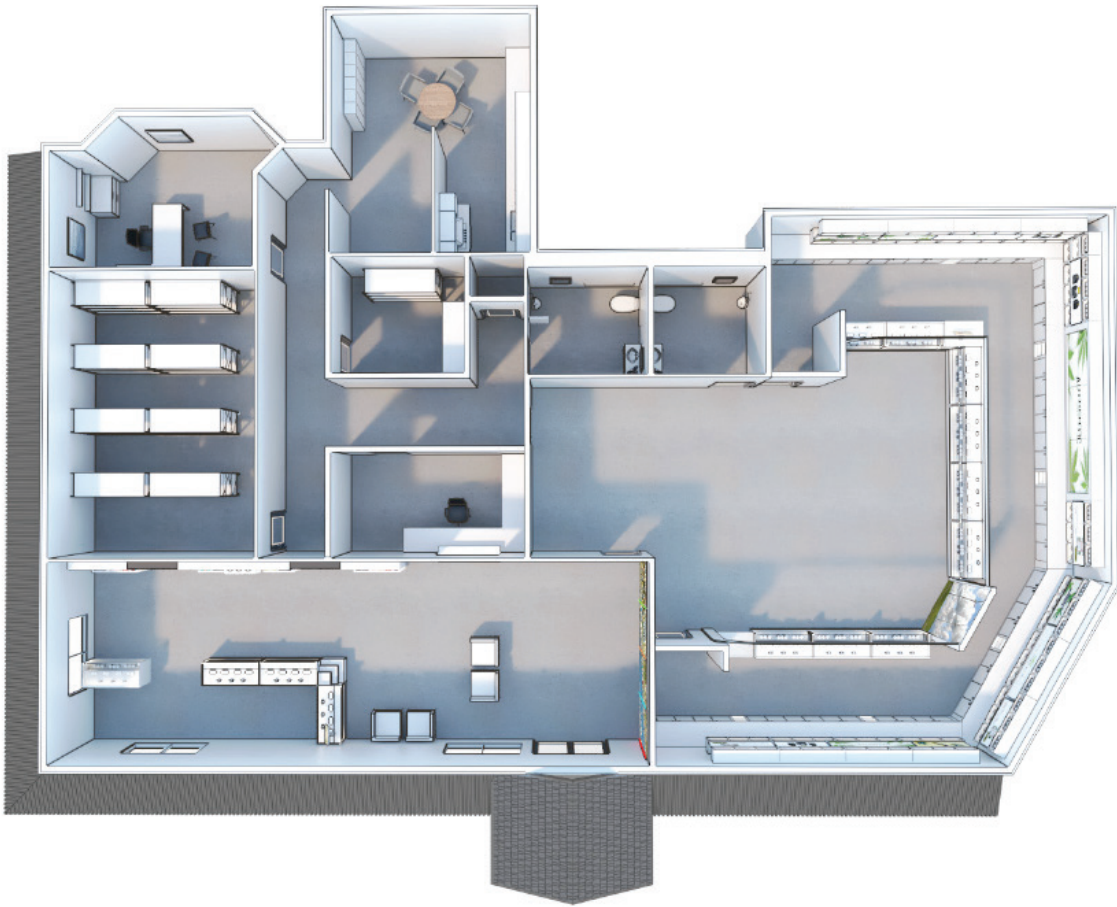
View from frontage along Worley



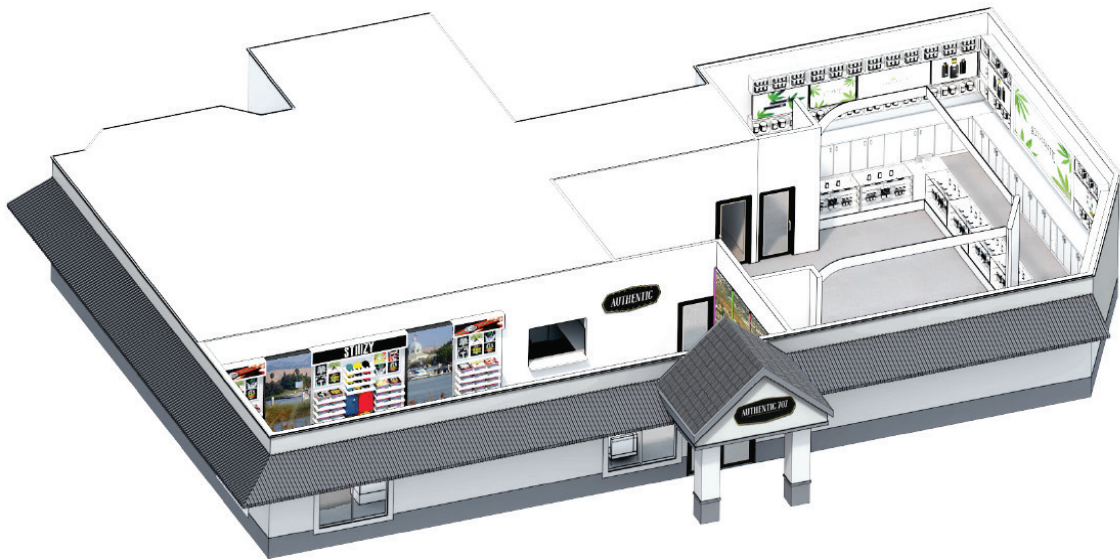
View of Southern end of the property on Worley



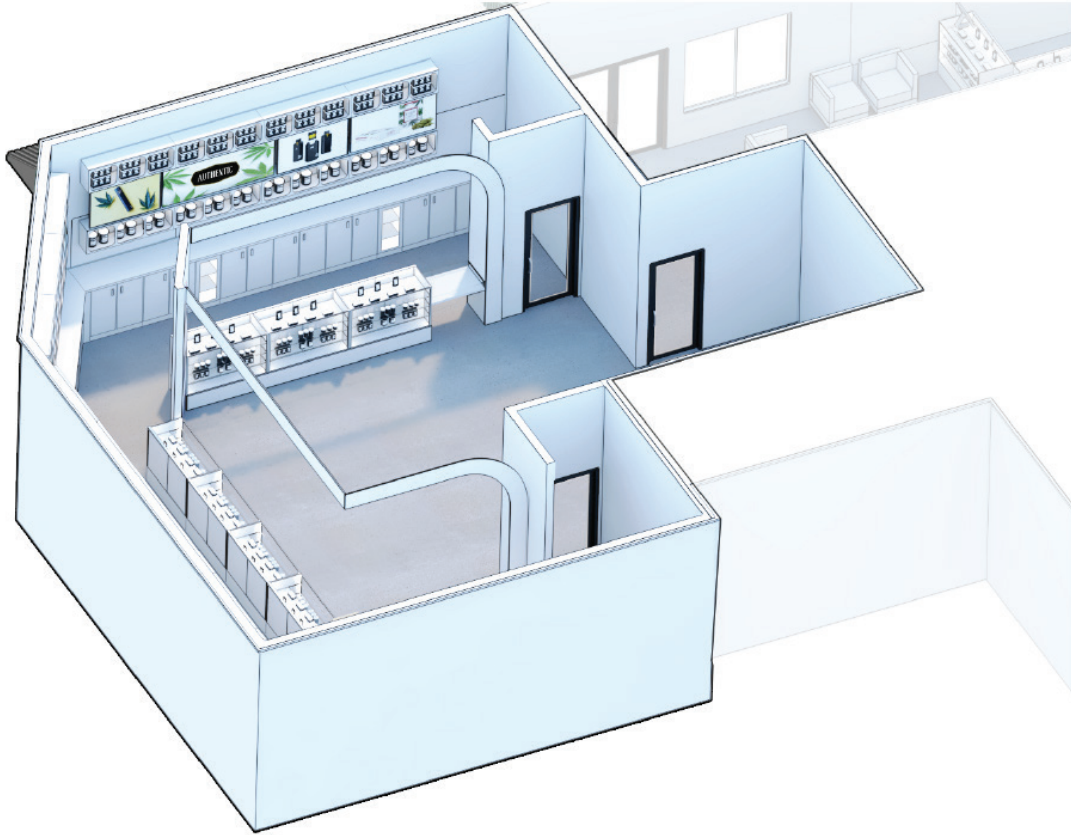
The following images are the vector isometric renderings of our proposed owned location. The images of the scenery from Suisun City and Solano County will be replaced with artwork from local artists. In the lobby area is where non-cannabis items will be sold such as t-shirts and sweatshirts.



Overhead view of the premises



View of the Areas where customers have access once identification has been verified



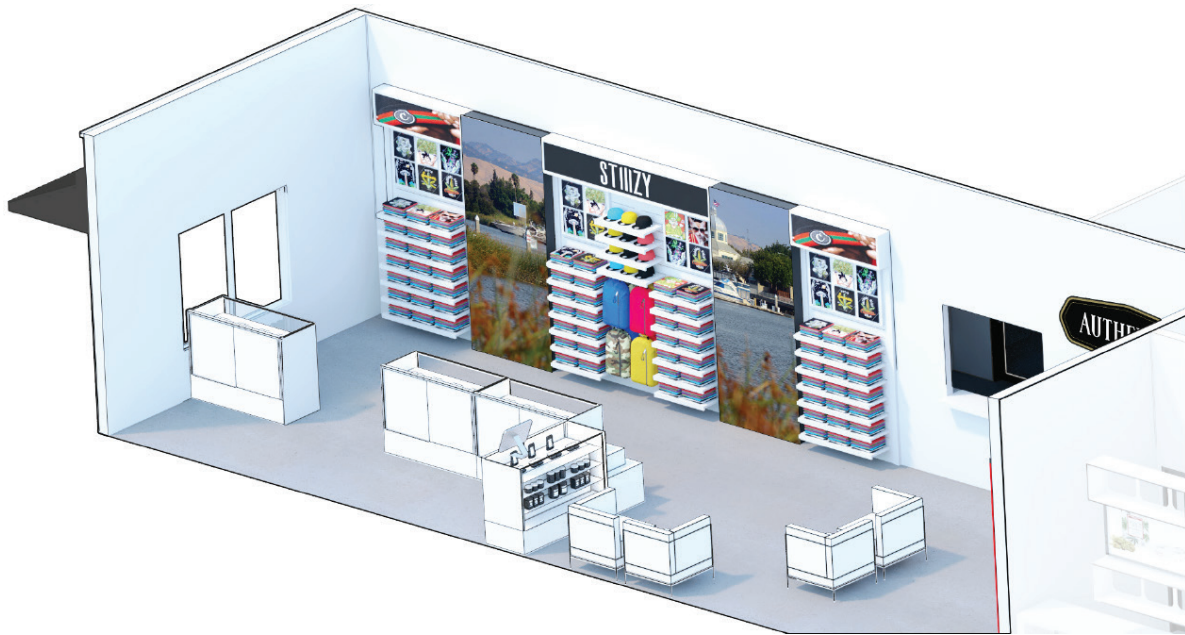
View of Pod Retail Counter Design. See Exhibit C for additional imagery



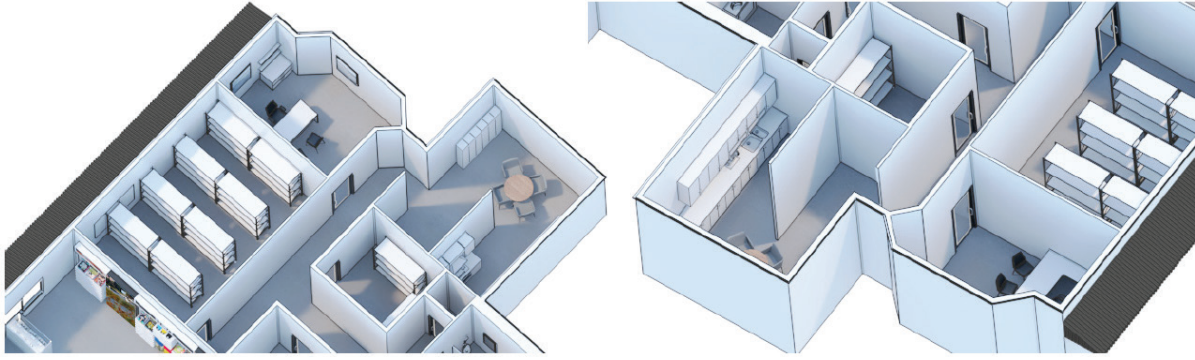
Layout of Retail Pods Where Products Will Be Securely Displayed



Lobby Area with Reception Window

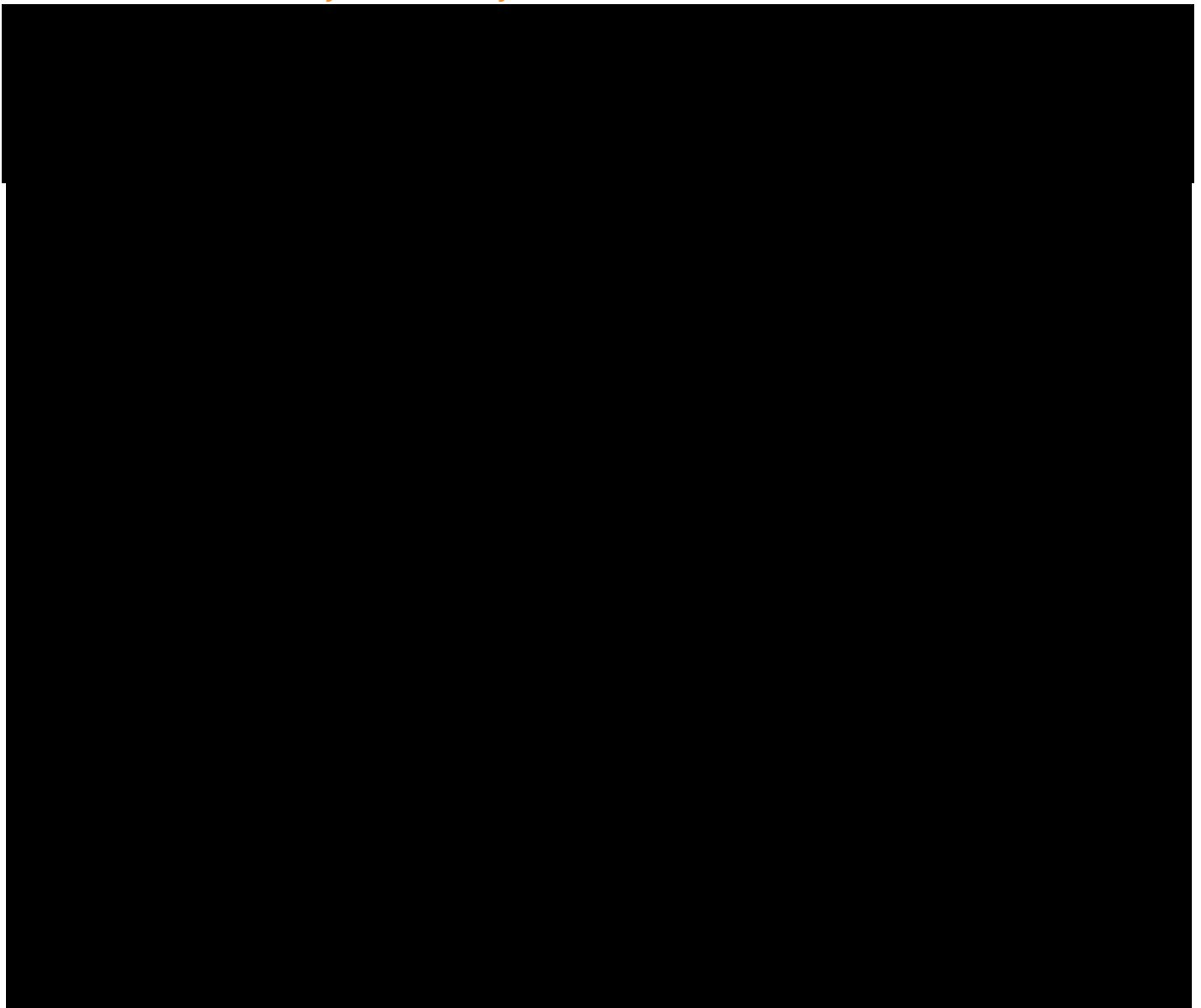


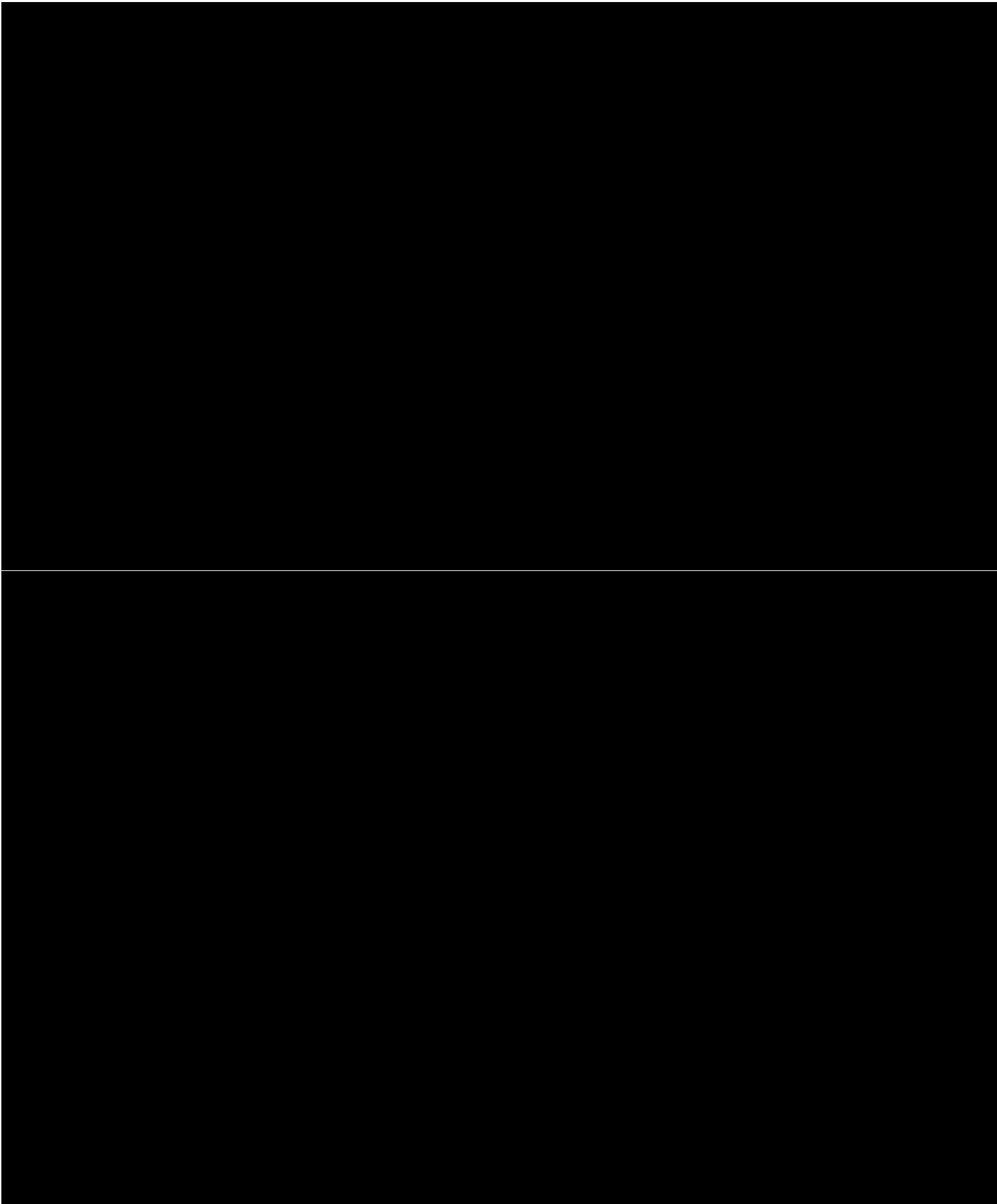
View of Apparel Display

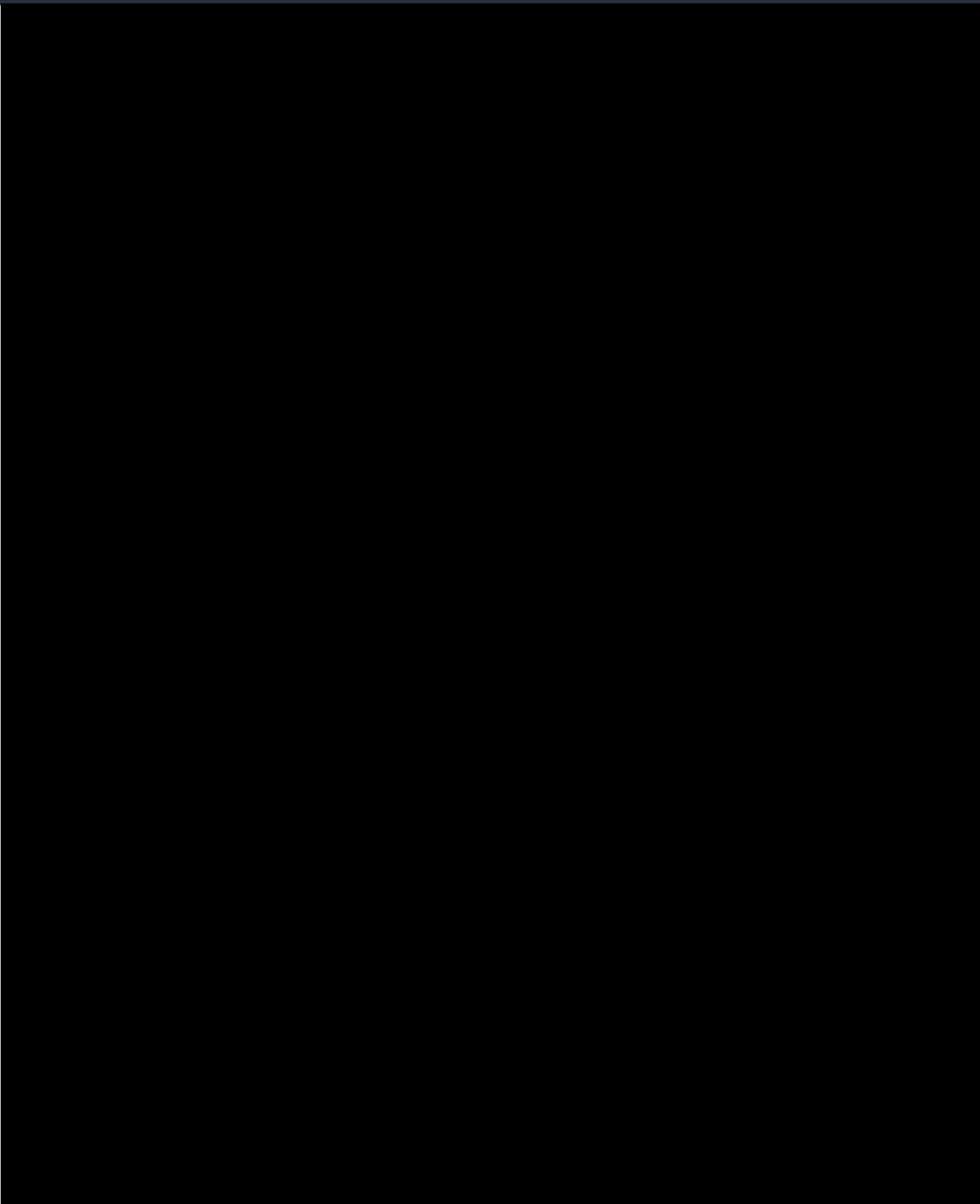


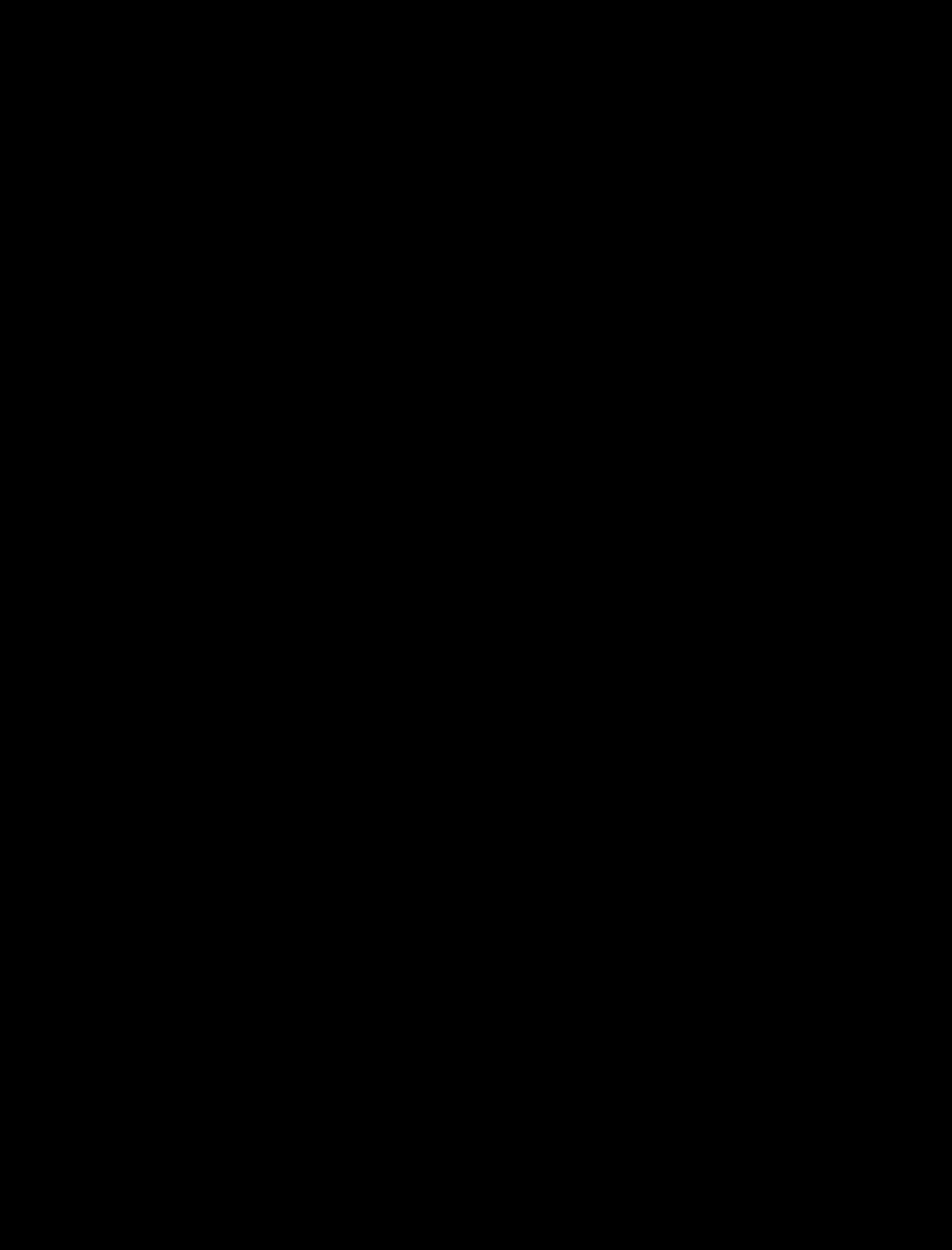
View of back of the house including breakroom, office, inventory, and storage

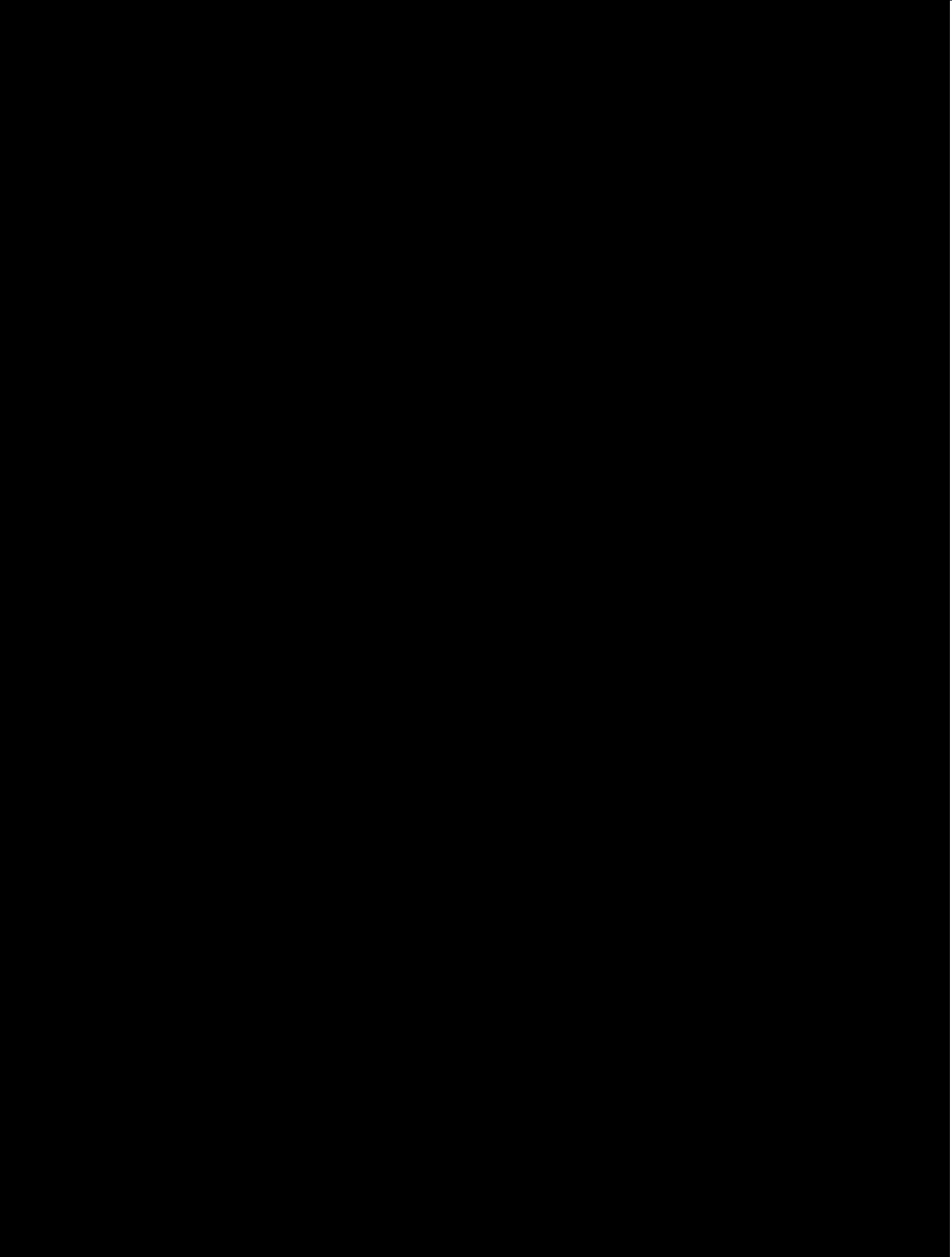
Section 2.3: Safety and Security Plan

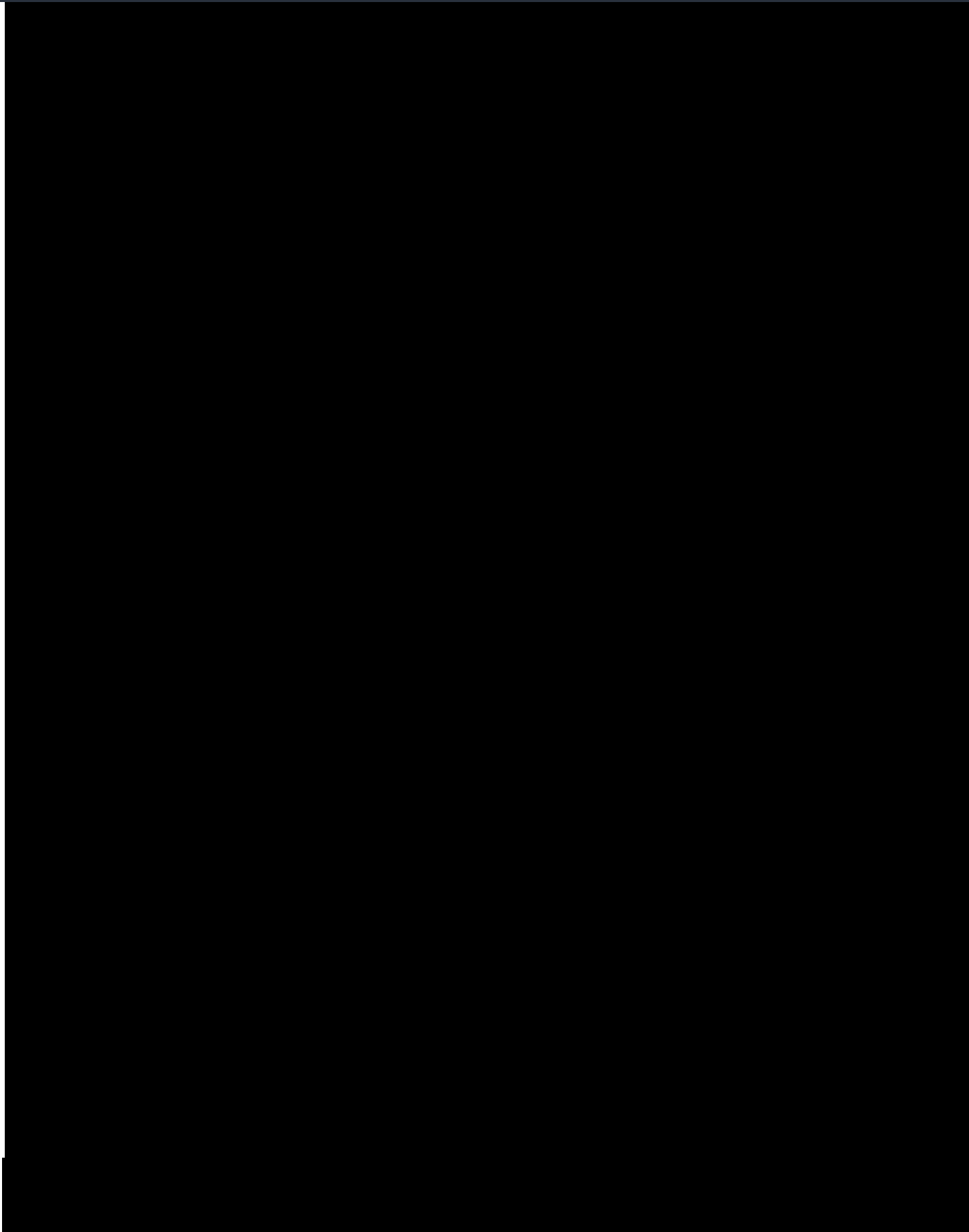


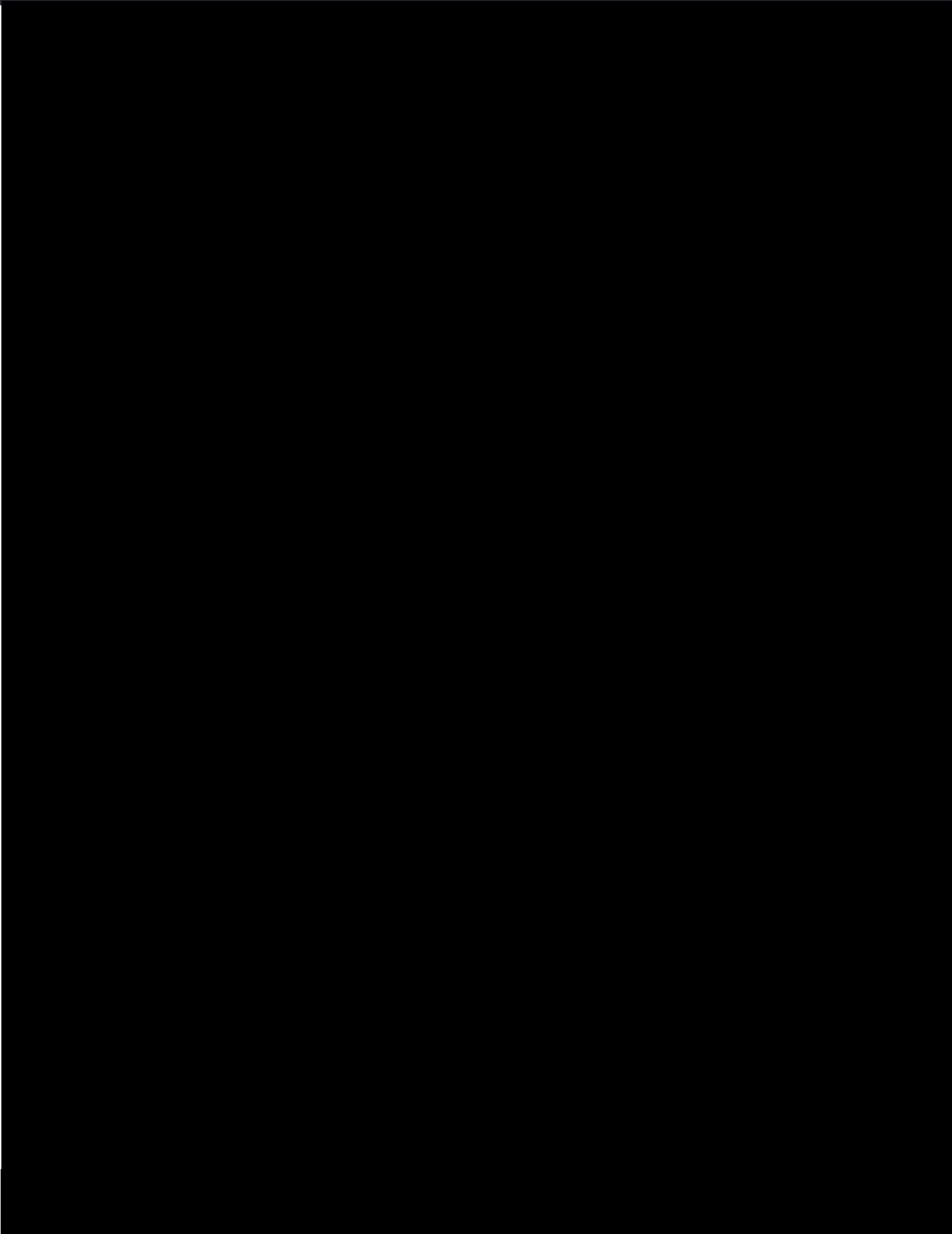


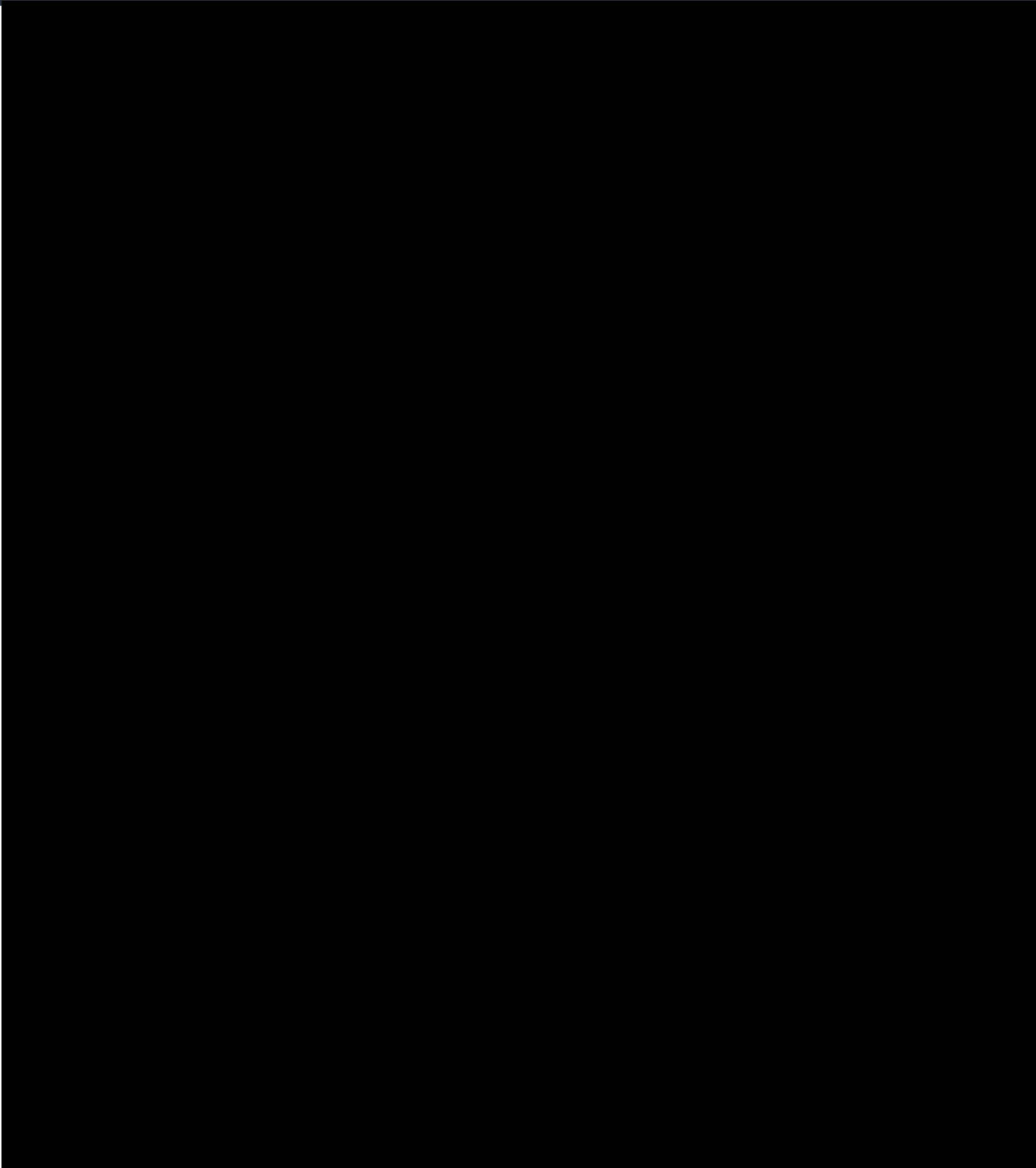


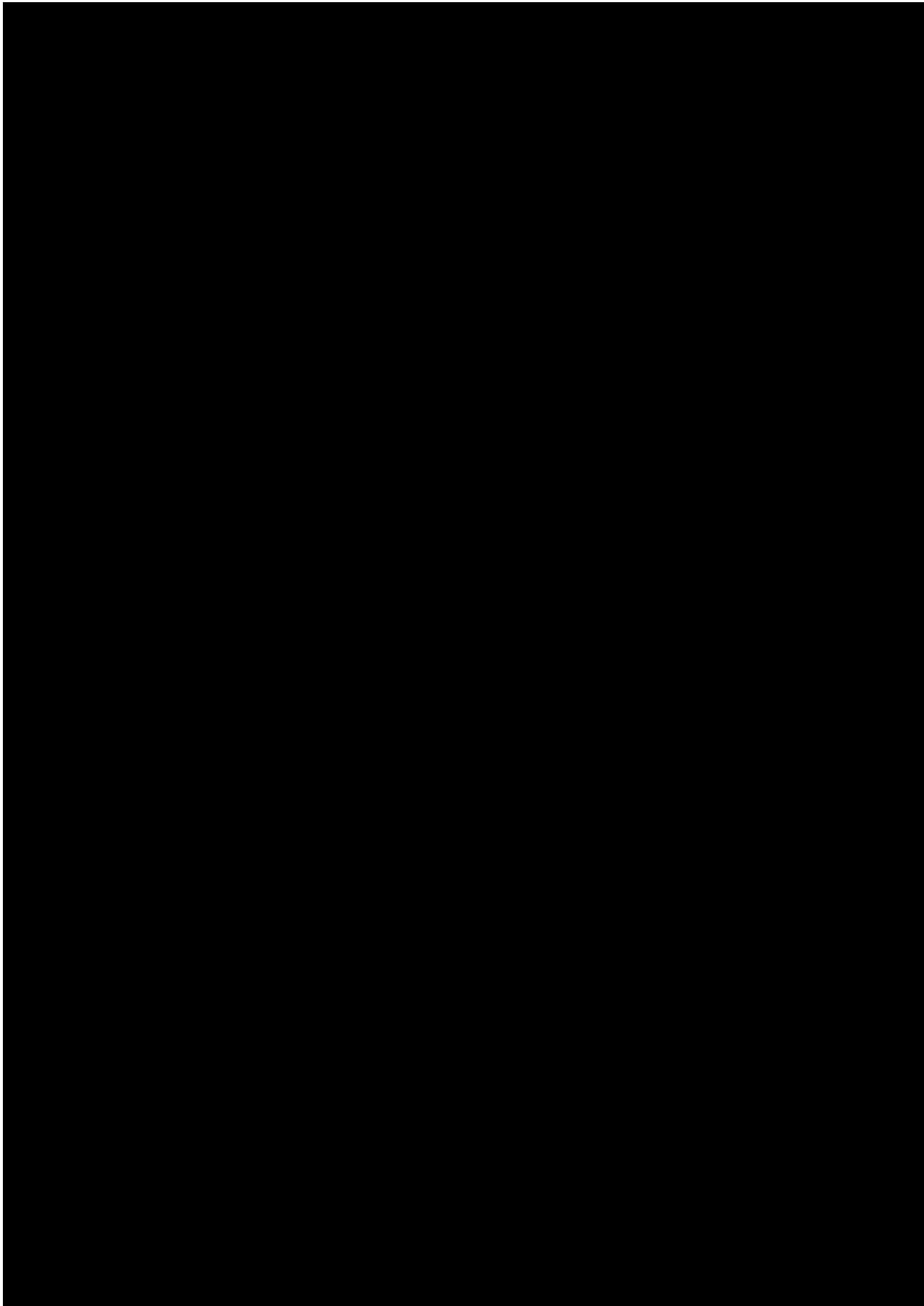


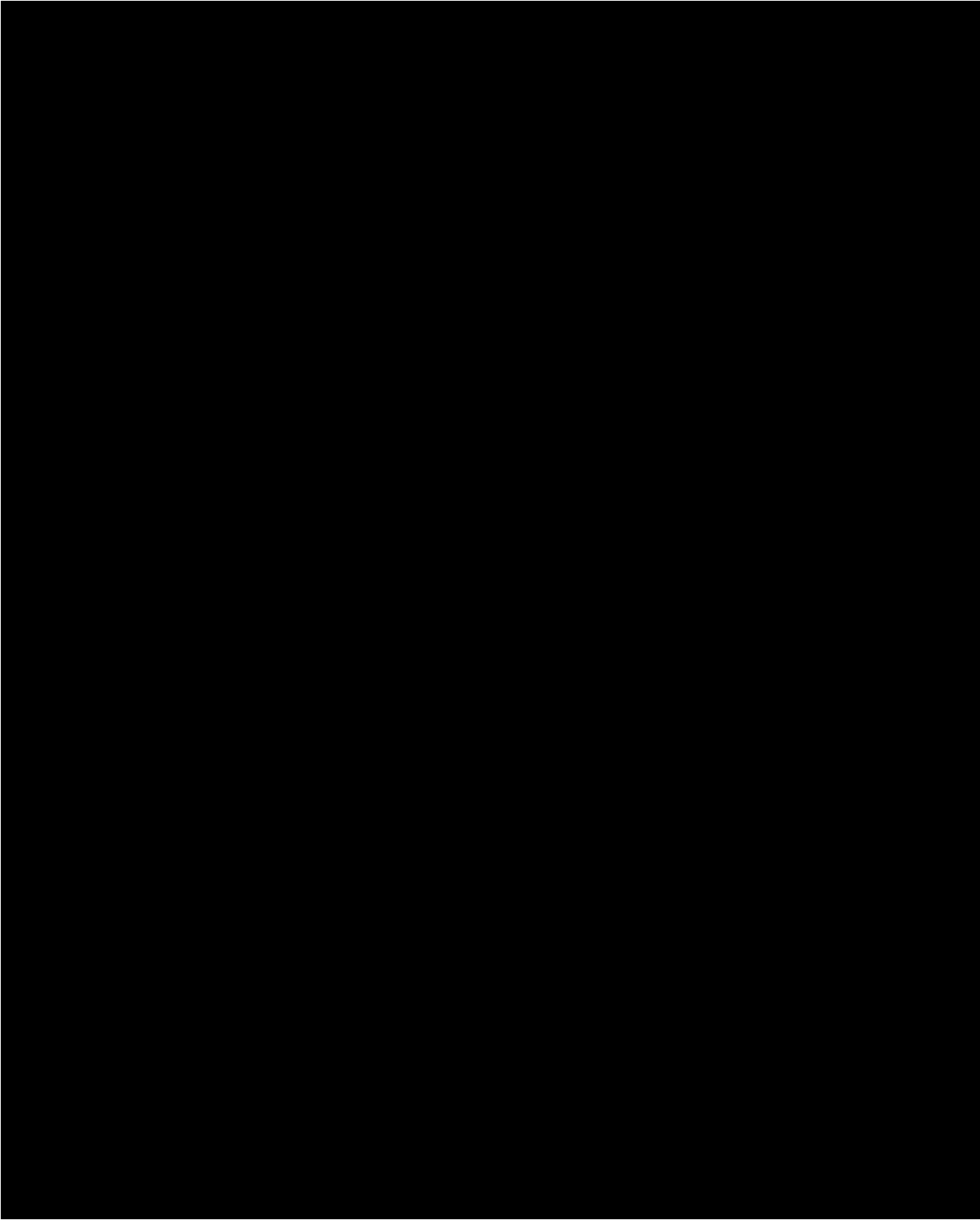


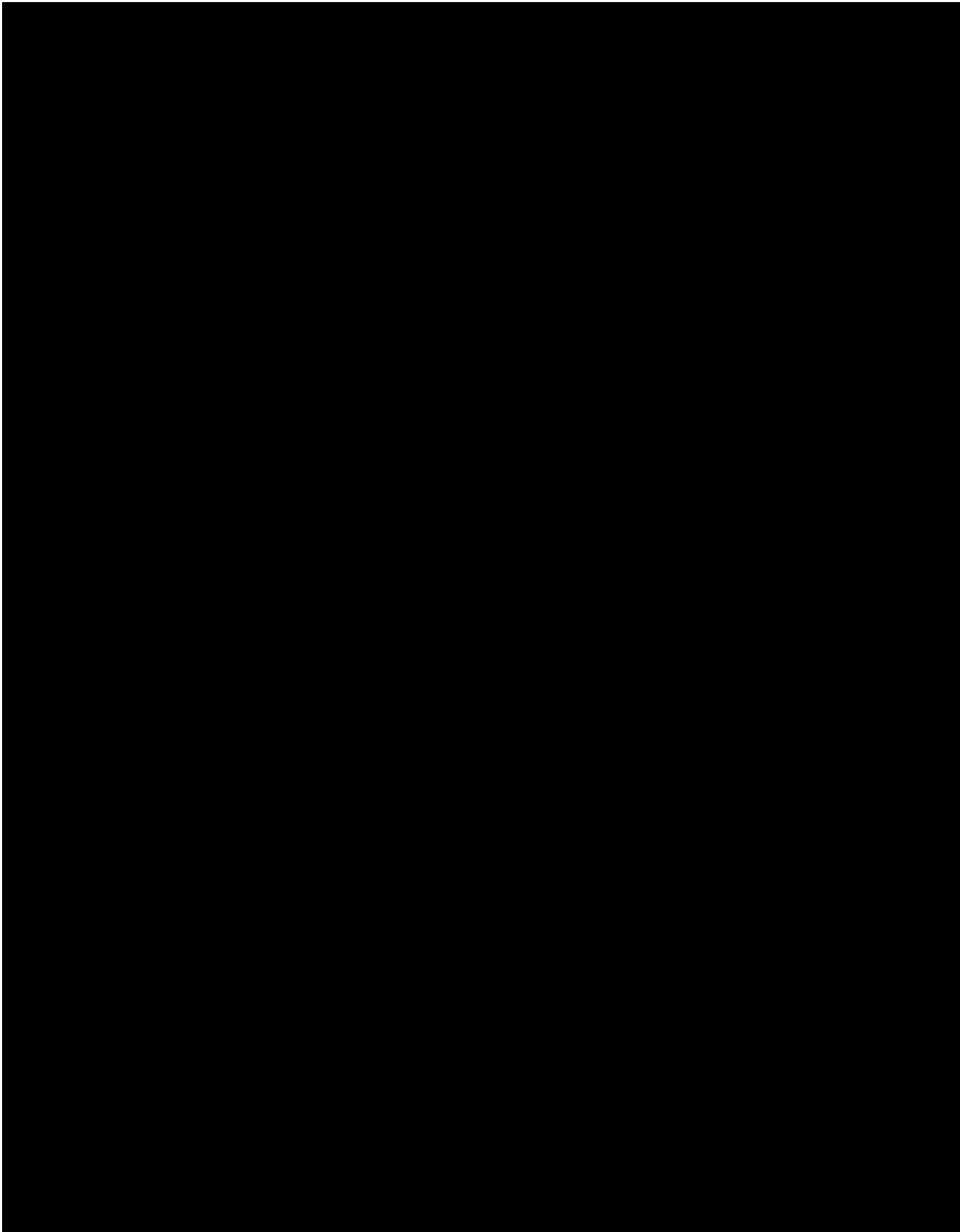


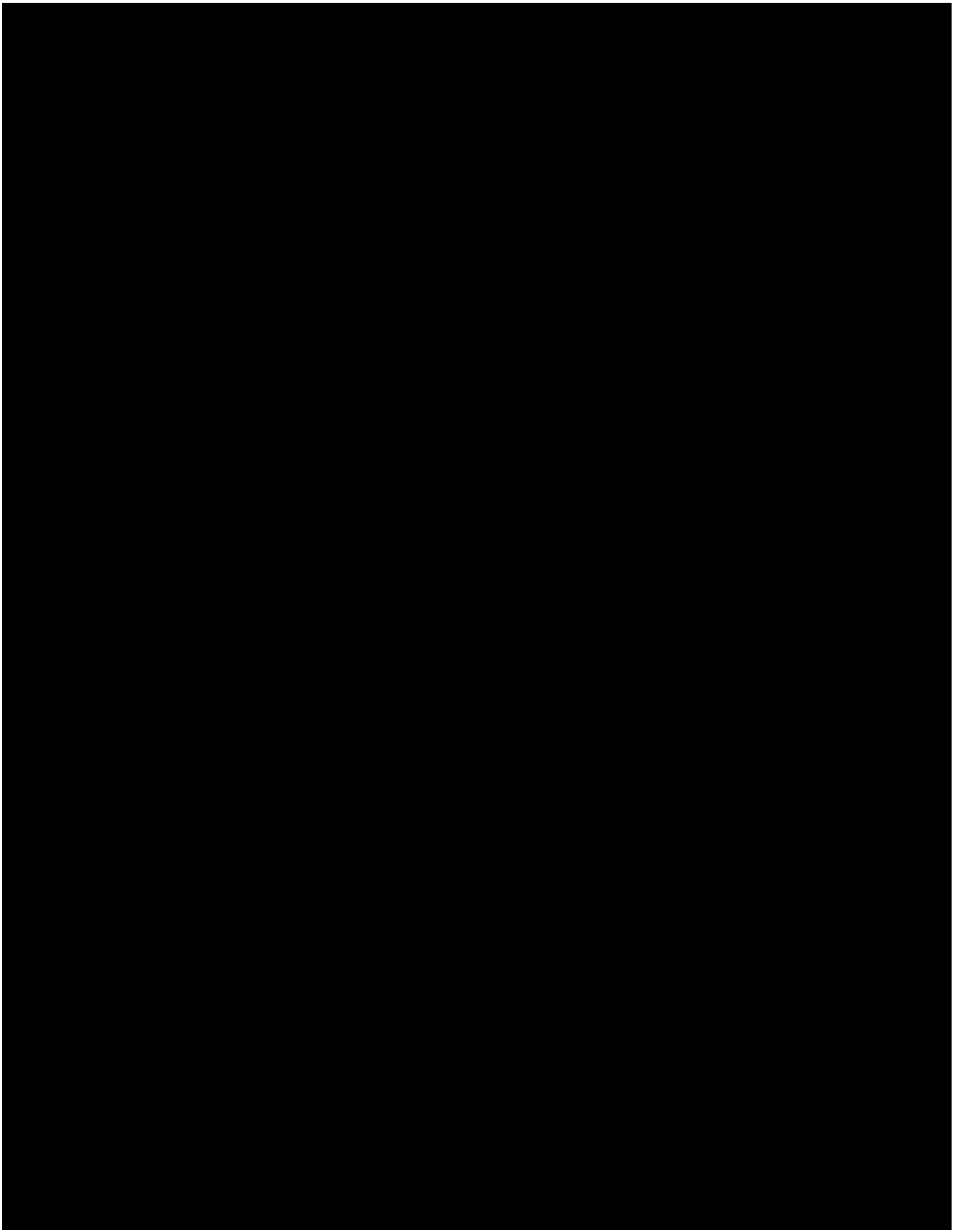


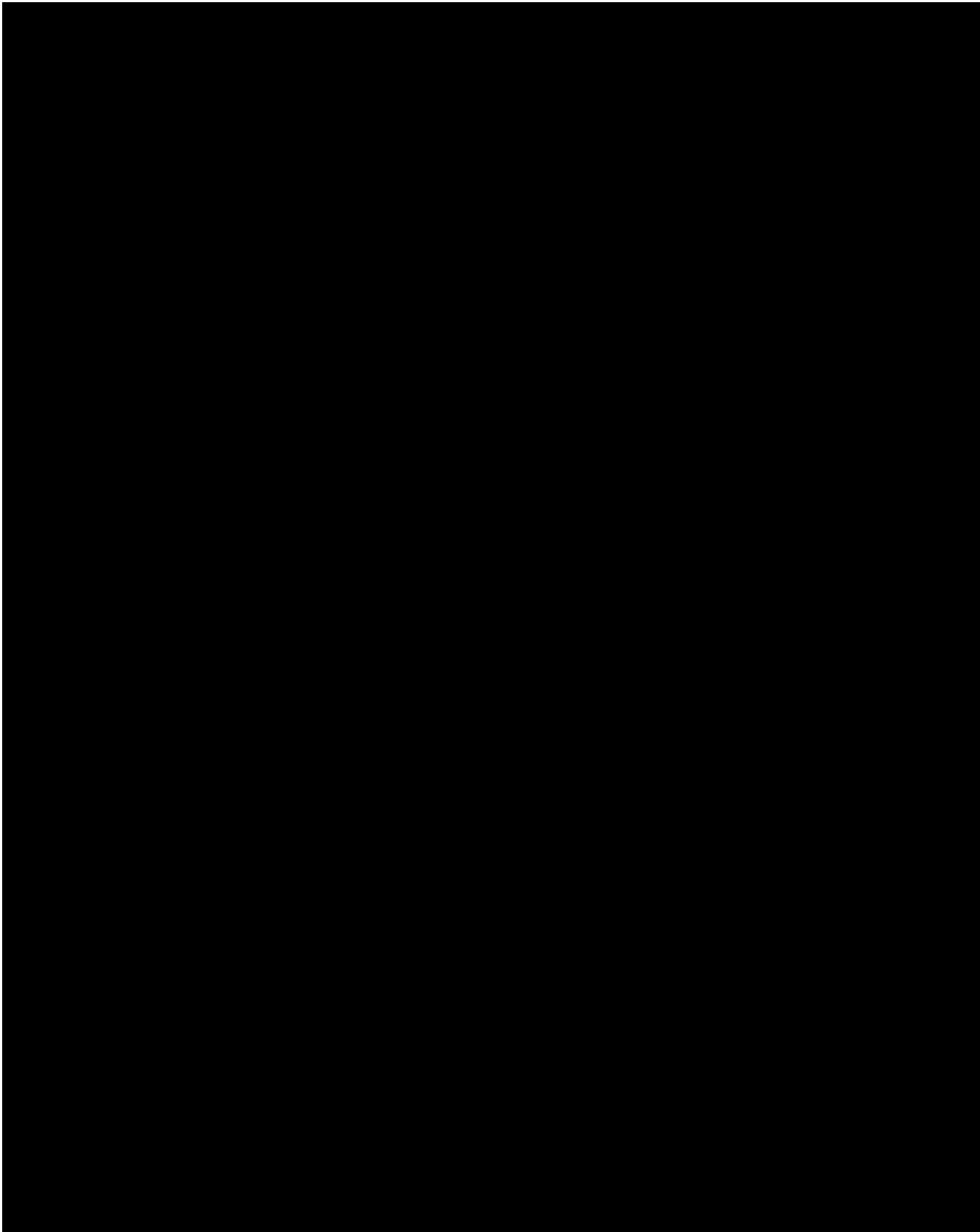


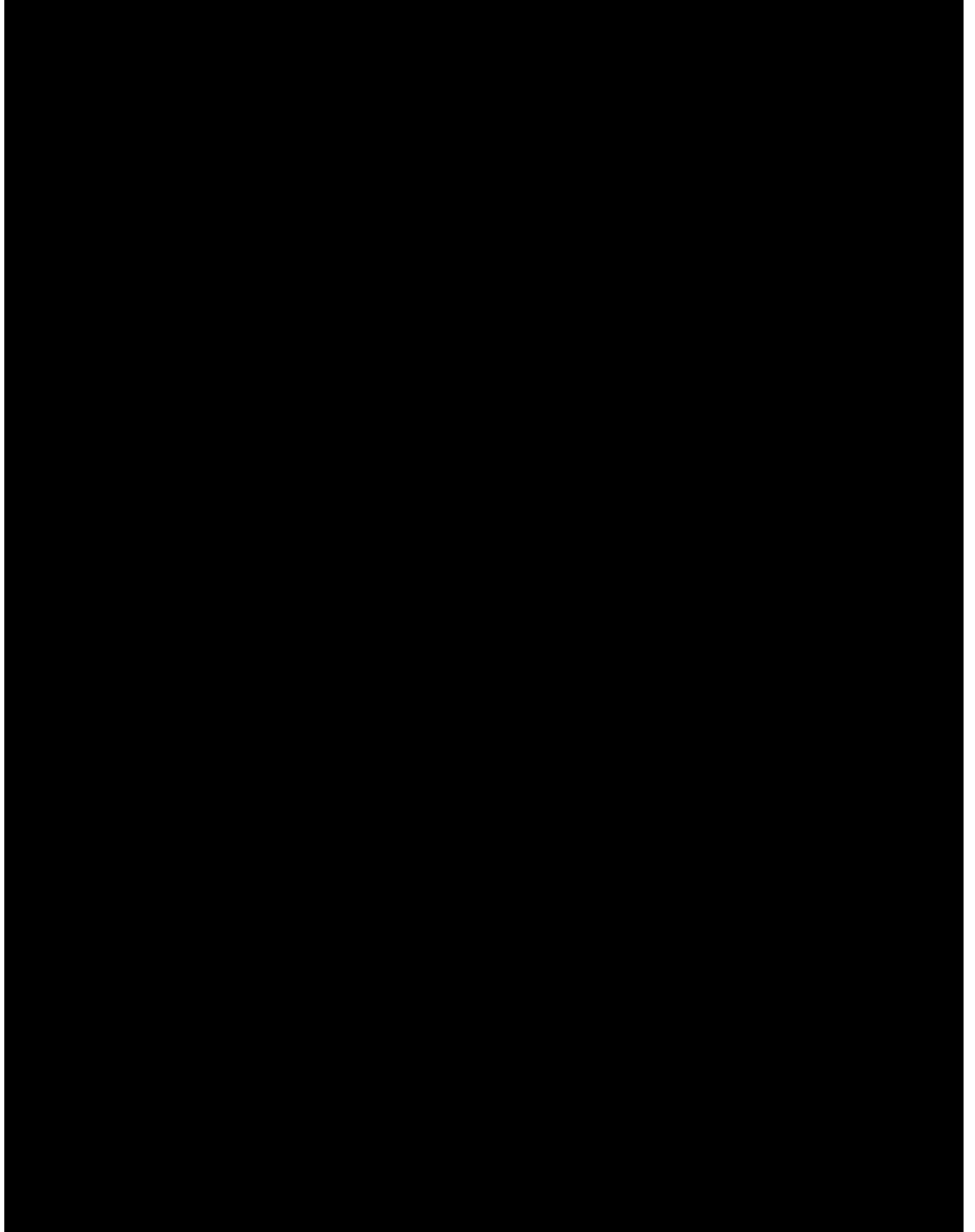


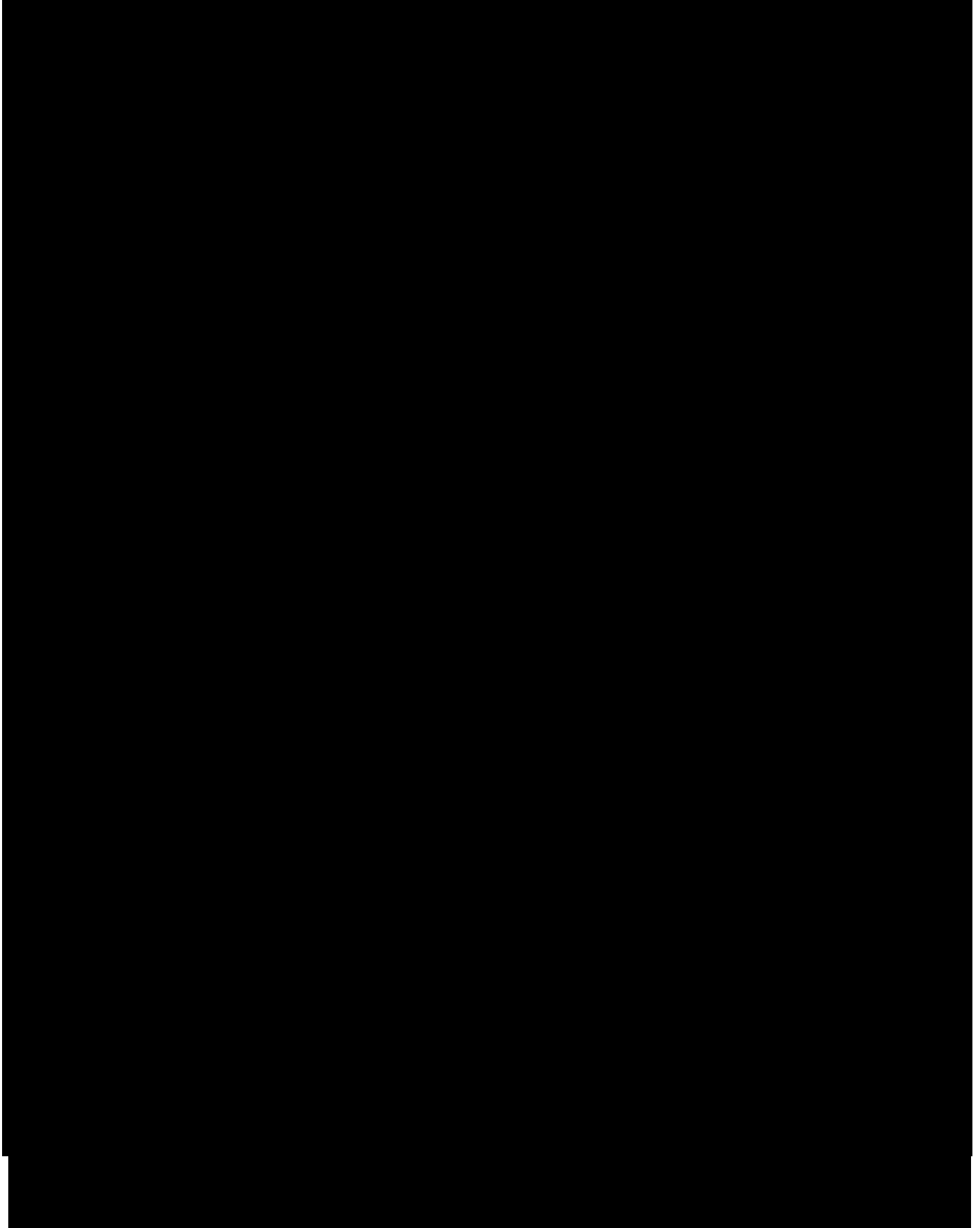


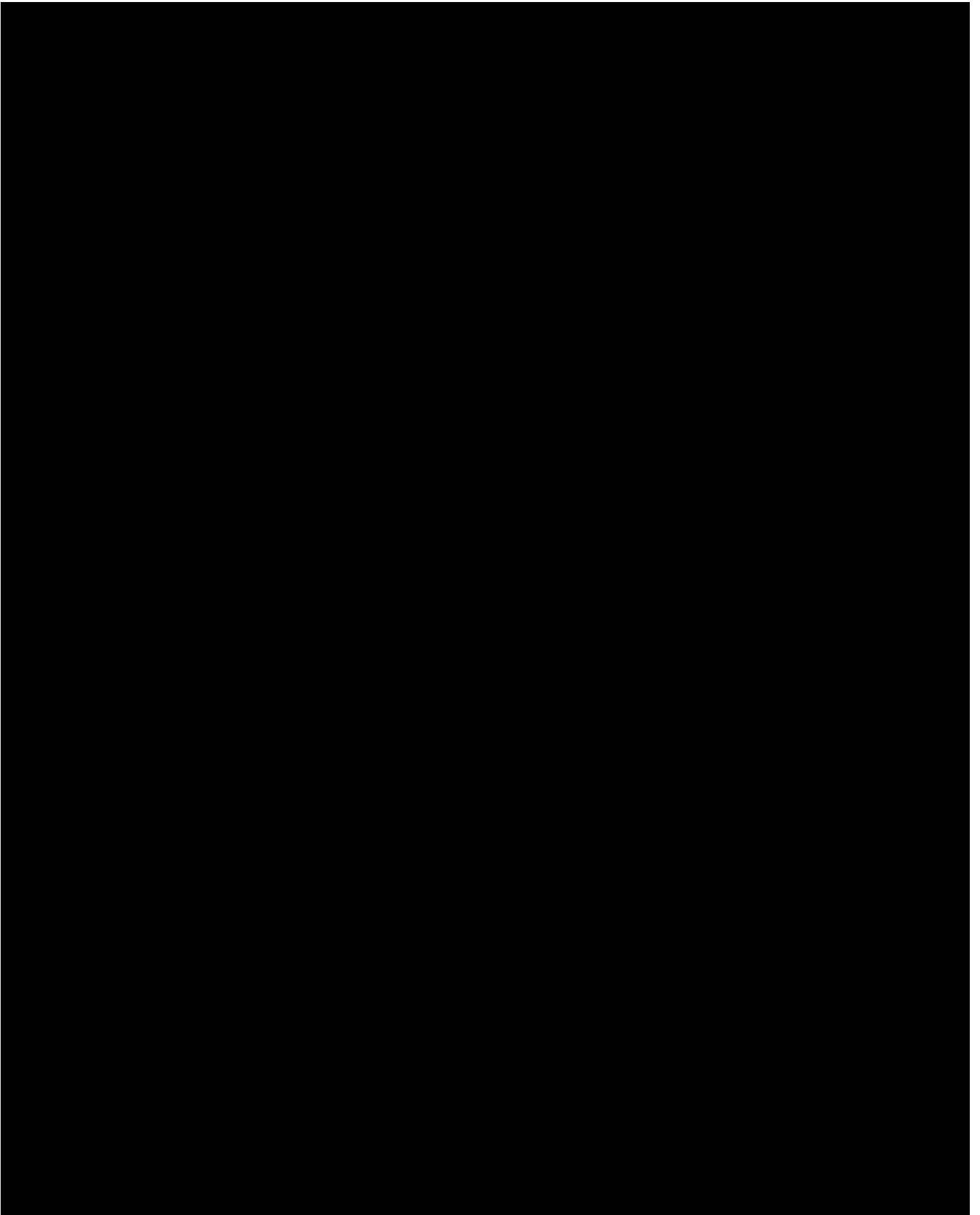














VII. FIRE SAFETY PLAN

See below the Fire Safety Plan put together by fire and life safety consultants, PyroCop, Inc.

"AUTHENTIC 707" FIRE PLAN FOR CANNABIS RETAIL AND DELIVERY

Consultant's Bio

Robert Rowe began his 27-year fire service in 1980 and was promoted up through the ranks from Firefighter to Fire Marshal. During his career Robert served as a Fire Inspector, Hazardous Materials Specialist, Fire Investigator and Fire Marshal. As Fire Marshal, Robert managed an organized municipal Fire Prevention/Investigation Division in the Los Angeles area, where he obtained extensive knowledge and expertise in both Fire Investigation and Fire & Building Codes and Standards.

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

Robert served as President of the Area "E" Arson Task Force, was appointed as a Special Deputy by the U.S. Marshals Service and served as a technical committee member for the National Fire Protection Association's NFPA 1/Uniform Fire Code Committee.

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

As the Executive Director for the Fire Sprinkler Advisory Board of Southern California, Robert represents over 56 fire sprinkler contractors based in the Los Angeles area and continues to serve as a code consultant for both the public and private sector. Robert has provided and continues to provide fire/life consulting services for the Cannabis/Hemp retail/delivery, cultivation, extraction, manufacturing and distribution industry.

Scope

This document shall serve as the "Fire Plan" for "AUTHENTIC 707" as required for the permitting, construction and operation of cannabis-related business operations within Suisun City.

The purpose of this document is to provide a description of how "AUTHENTIC 707" intends to provide a reasonable level of life safety and property protection to address potential hazards associated with cannabis cultivation, distribution, manufacturing and retail operations. "AUTHENTIC 707" also understands that they will be required to follow all amended codes and standards that have been or will be adopted by the Suisun City.

The information provided below is intended to address the Fire and Life Safety components associated with

the retail and delivery operations of cannabis-related products.

***NOTE: This Fire Plan will need to be amended when Manufacturing and Distribution functions are added to the property.**

Terms

- Authority Having Jurisdiction (AHJ): A federal, state, local department or individual such as a fire chief, fire marshal or fire prevention bureau having statutory authority.
- Suisun City Fire Code (SFC): The regulations adopted by the Suisun City for the enforcement of fire regulations.
- Suisun City Building Code (SBC): The regulations adopted by the Suisun City for the enforcement of building regulations.
- Suisun City Electrical Code (SEC): The regulations adopted by the Suisun City for the enforcement of electrical regulations.
- Suisun City Municipal Code (SMC)
- Tenant Improvement (TI): The addition, modification or demolition of a building or structure.

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

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

The proposed building listed below will be used as a “Mercantile Group M occupancy” which includes, the display and sale of merchandise, and involves stocks of goods, wares or merchandise incidental to such purposes and accessible to the public. “AUTHENTIC 707” understands that the Occupancy Classification of the proposed facility will be determined by the Building Official based on the provisions of the Suisun City Building Code. The intent of this Fire Plan is to address the hazards associated with a Mercantile Occupancy.

Property/Building Information:

Assessor's ID: 002-021-008-000
Address: 521 Railroad Ave Suisun City, CA 94585
Property Type: Commercial Retail/Sales
Lot Size: 1.41 acres
Closest Fire Hydrant: 250' north of facility at Railroad Avenue and Worley Road

RETAIL BLDG. 1 DISPENSARY
Size: 4,560 Square Feet
Construction Type: VN
Fire Protection Features: No fire sprinklers / Combination Fire and Burglar Alarm
Current Occupancy: Unknown
Proposed Occupancy: Cannabis Retail
Proposed Chemicals: None
Number of Stories: 1
Maximum Height: 15'
Year Built: 1956
KNOX Access: Knox access being installed

WAREHOUSE BLDG. 2 DELIVERY
Size: 6028 Square Feet
Construction Type: VN
Fire Protection Features: No fire sprinklers / Burglar Alarm
Current Occupancy: Unknown
Proposed Occupancy: Cannabis Delivery
Proposed Chemicals: None
Number of Stories: 1
Maximum Height: 15'
Year Built: 1956
Fire Sprinklers: No
KNOX Access: Knox access being installed

“STATEMENT OF INTENDED USE” NARRATIVE

The procedure that will be used by “AUTHENTIC 707” for the reporting a fire or other emergency will be accomplished by management through face to face communication with the employees and/or using an intercom system.

The primary life safety strategy procedure for evacuating occupants during an emergency will include the training of staff relating to the identification of potential emergency scenarios associated with the operation. This safety strategy will also include the process in which employees will be directed away from the presented hazard and to the closest exit. Those in need of assistance during an evacuation are of the highest priority and will be escorted to a safe location by staff. Once the building has been evacuated, management will confirm all the occupants of the building are accounted for.

A site plan will be submitted in conjunction with this “Fire Plan” identifying, the occupancy assembly point, which will be located at the front of the building. The closest fire hydrant is located 250’ north of the subject location on the southeast corner of Railroad Avenue and Worley Road.

The normal routes of fire department vehicles to the location would be southbound and/or northbound on Railroad Avenue. Currently, there is a security gate located at the entrance to the parking lot from Railroad Avenue. In the event gates, fences or other barriers are required for this project, the Suisun Fire Department will be notified and means (KNOX box or key switch) will be provided.

Floor plans identifying the locations of exits, primary evacuation routes, secondary evacuation routes, accessible egress routes, areas of refuge, exterior areas for assisted rescue, refuge areas associated with smoke barriers and horizontal exits, manual fire alarm boxes (if applicable), portable fire extinguishers, occupant-use hose stations, fire alarm annunciators and controls will be submitted separately in conjunction with this plan.

Fire hazards associated with normal use and occupancy of the premises, may include the accumulation of combustible storage, proper securing and storage of compressed gas cylinders, blockage of exits, failure to maintain the fire sprinkler system, blocked exits and lack of fire extinguisher maintenance. All the above potential hazards will be addressed daily by staff.

Senior staff of “AUTHENTIC 707” will be responsible for the for the proper maintenance of systems and/or equipment installed to prevent fires or control fires in addition to housekeeping and controlling fire hazards. Below are specific measures that will be taken to address these concerns.

Building Code Requirements (Fire Life Safety related)

The height and area of all structures will be designed and detailed for compliance with the Suisun City Building and Fire Code.

The Occupancy and Construction Type of the proposed facility will be determined by the Building Official, and clearly identified by the applicant on the construction plan documents consistent with the requirements of the Suisun City Building and Fire Code.

All fire-rated elements in the space will meet the applicable requirements of the Suisun City Building and Fire Code.

Occupant Load

The design for the occupant load will be based on the Suisun City Building Code Chapter 10. Growing, storage and shipping areas will be based on 300 sq. ft. per person; marijuana-infused products, testing and business areas will be based on 100 sq. ft. per person.

Exiting

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

Means of egress, including the exit discharge, will be illuminated always when the building space is occupied in accordance with the Suisun City Building and Fire Code.

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

The width of stairways (if applicable) will be determined as specified in the Suisun City Building and Fire Code, but such width will not be less than 44 inches.

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

Two exits are required from all spaces when the occupant load is greater than 49 occupants and/or the common egress path of travel distance exceeds 75 feet per the Suisun City Building and Fire Code.

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

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

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

Interior Finishes

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

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

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

Accessibility

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

General Fire Safety

Fire safety requirements are maintained in the Suisun City Fire Code and regulate the occupancy and maintenance of all structures and premises for precautions against fire and the spread of fire as well as general fire safety requirements, which include but are not limited to:

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

The provisions outlined in the Suisun City Fire Code addressing General Fire Safety will be followed by "AUTHENTIC 707" always.

Combustible Storage

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

Maintenance of Exiting

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

“AUTHENTIC 707” will ensure that:

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

Emergency Plans and Evacuation Drills

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

Emergency evacuation drills complying with provisions of this section will be conducted by “AUTHENTIC 707” at least annually for facilities that have been identified as a Group F occupancy as defined in the Suisun City Fire Code or when required by the fire code official. Drills shall be designed as described in the Suisun City Fire Code.

Fire Department Access

Knox Key Access

Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving or fire-fighting purposes, a key box will be installed by “AUTHENTIC 707” in an approved location. The key box will be of an approved type and will contain keys to gain necessary access as required by the fire code official per the Suisun City Fire Code.

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

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

Automatic Fire Protection Systems

Based on occupancy classification, square footage and construction type as outlined in the Suisun City Building Code, Automatic Fire Protection Systems may not be required. If required by the Suisun City Fire or Building Code per local amendments, said systems may include:

- Automatic sprinkler systems.
- Alternative automatic fire-extinguishing systems.
- Standpipe systems.
- Portable fire extinguishers.
- Fire alarm and detection systems.
- Emergency alarm systems.
- Smoke control systems.
- Explosion control.
- Fire pumps.

It is also understood that a change in the occupancy of the space or an expansion of square footage could require the installation of a fire suppression system for the proposed space.

If required, all fire protection systems will be designed in accordance with the Suisun City Building Code and submitted to the Suisun City Department of Building and Safety for approval. "AUTHENTIC 707" understands that the Suisun City requires specialized licensing for contractors involved in the installation of fire protection systems (C-16 for Fire Sprinkler System Installations and C-7/C-10 for Fire Alarm Systems).

Portable Fire Extinguishers

Portable fire extinguishers will be installed pursuant to the Suisun City Fire Code, Section 906. The size and distribution of portable fire extinguishers shall also be in accordance with the Suisun City Fire Codes and adopted standards and at the discretion of the Fire Marshal.

Automatic Fire Alarm Systems

If required, an approved fire alarm system will be installed in accordance with the provisions of the Suisun City Building Code and NFPA 72. Said system will provide occupant notification in accordance with the Suisun City Fire Code.

Hazardous Materials Storage and Use

Hazardous materials will not be stored at this facility.

Building Utilities

Utilities located within the proposed facility will comply with all applicable Suisun City Codes. This includes the installation, operation and maintenance of fuel-fired systems, emergency and standby power systems, electrical equipment, and mechanical systems. Emergency and standby power systems will meet the provisions of both the Suisun City Fire and Building Code and NFPA and UL or other nationally recognized testing laboratory requirements.

"AUTHENTIC 707" understands that the Suisun City Fire Code prohibits the use of extension cords or power strips as permanent wiring to equipment, lighting, fans, etc. All electrical loads and wiring for

grow lighting, fans, etc. will be properly designed, installed and permitted as required by the Suisun City. An electrical analysis will be submitted along with manufacturer specification sheets, calculations and single line diagrams. The electrical design and installation shall meet the requirements of the Suisun City Electrical Code.

Electrical Code Requirements

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

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

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

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

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

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

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

All buildings that are being newly constructed will install a Concrete Encased Grounding Electrode.

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

Should you have questions or concerns regarding the information provided within this plan, please contact me at (562) 988-7999.

Date of Report: February 3, 2020



Robert Rowe, Fire/Building Code Consultant

Pyrocop, Inc.

4000 Long Beach Boulevard, Suite 251
Long Beach, CA 90807
(562) 988-7999 Office

VIII. FIRE EVACUATION PLAN

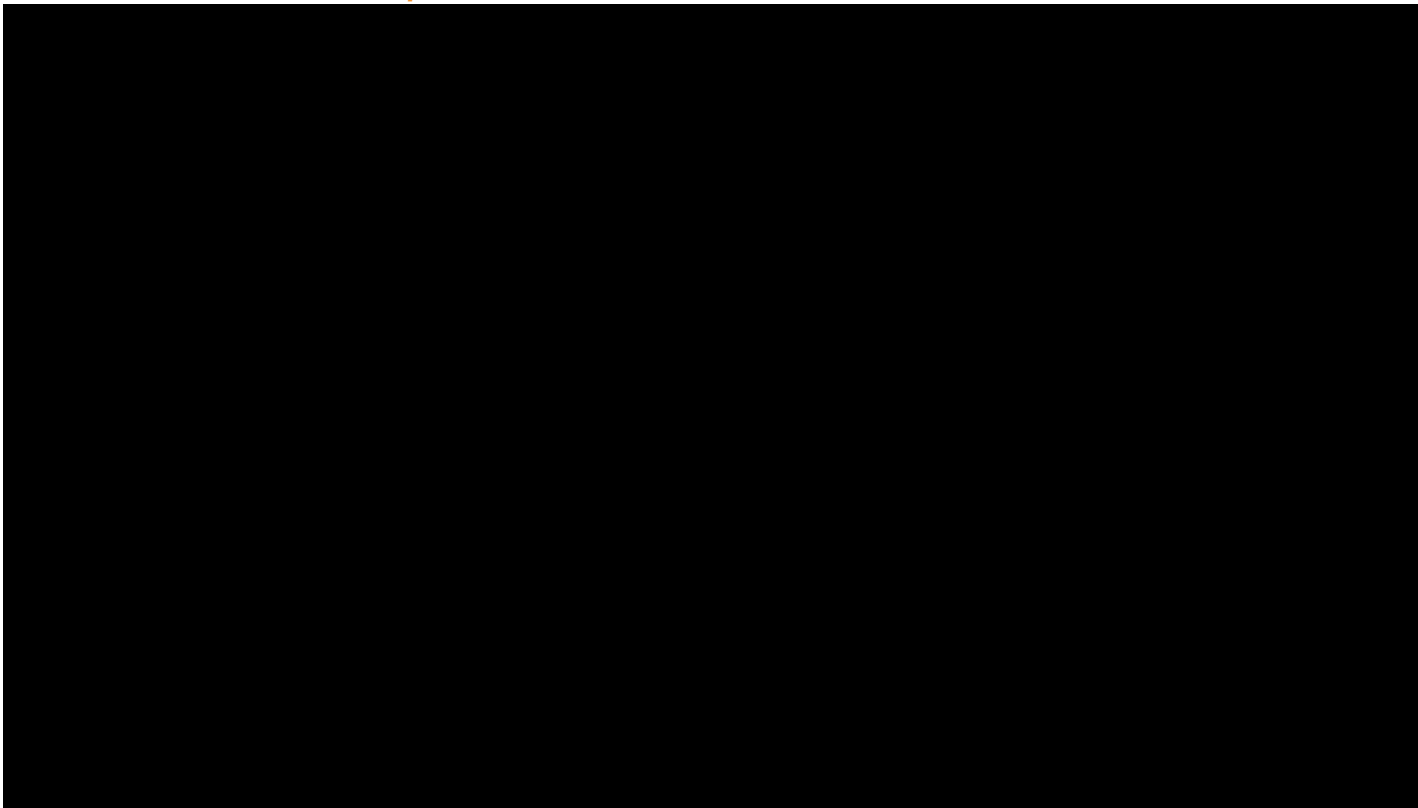
See Exhibit E for Fire Evacuation Plan created by PyroCop, Inc.

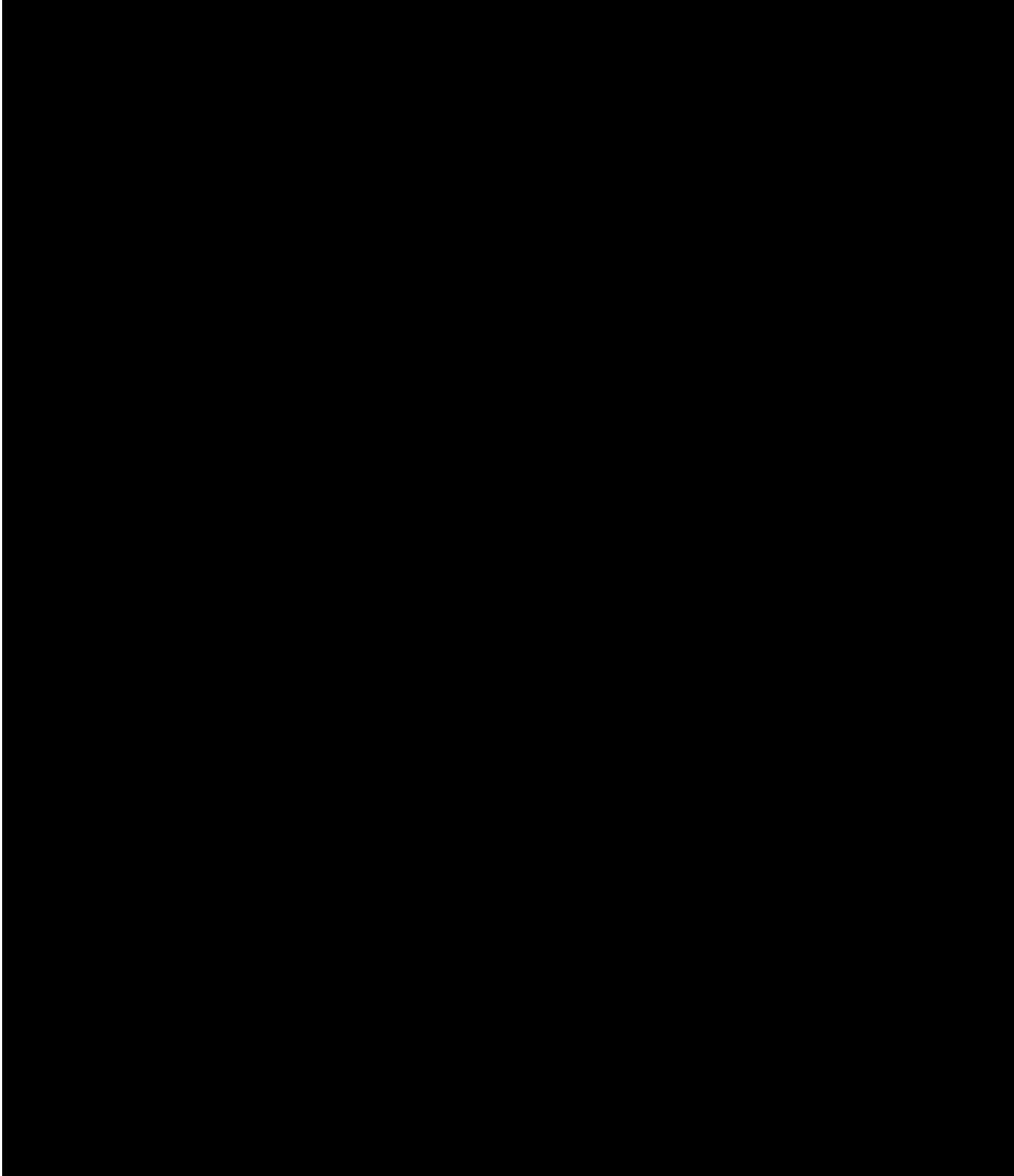
IX. CITY INPUT AND APPROVAL

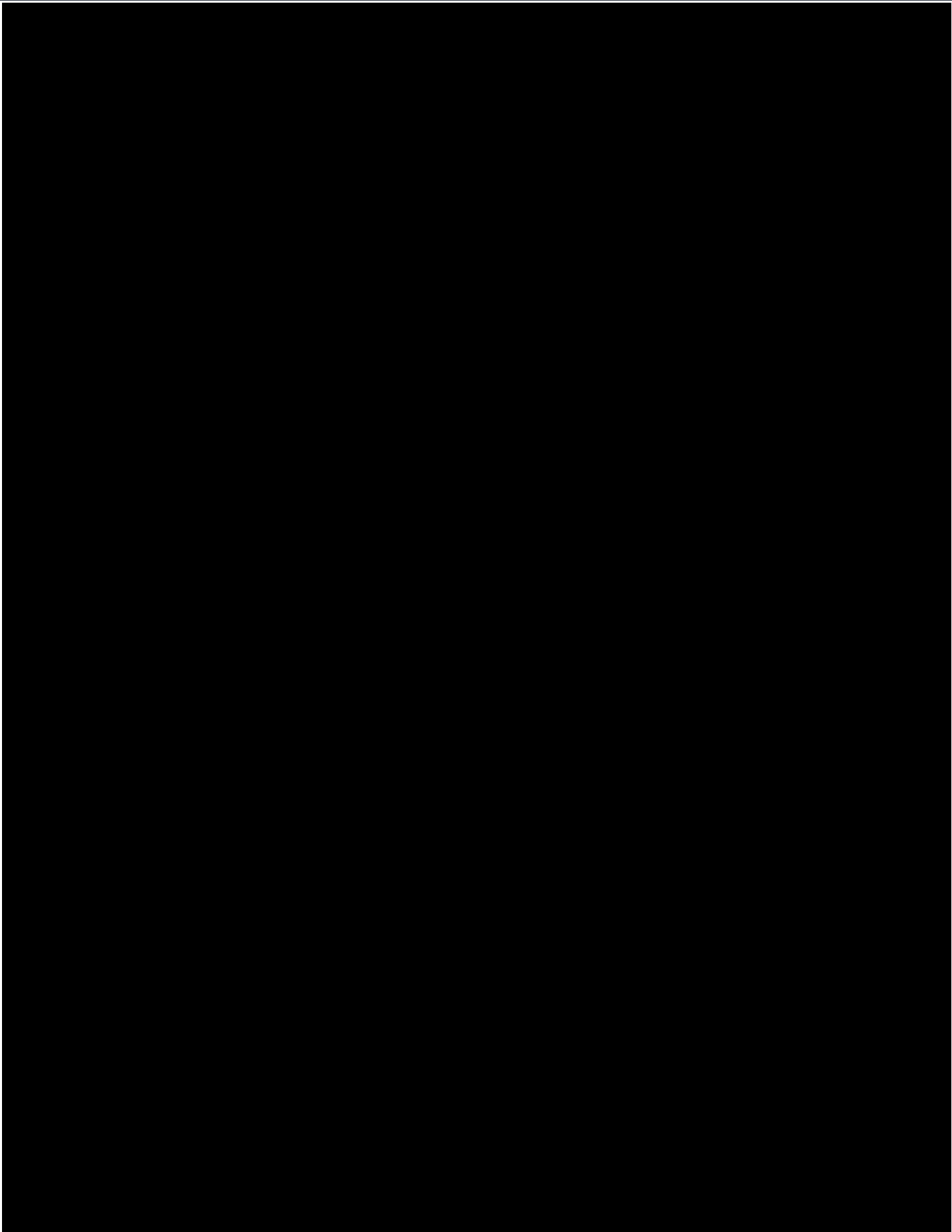
As noted above, our Director of Security, Dan Ramirez, and Director of Compliance, Andrew Hopkins, will invite the Suisun City Police and Fire Departments to come tour the facility and to address any issues or questions prior to the store's opening. These meetings with the police and fire departments at other cities have provided Authentic 707 an opportunity to learn about city specific criminal and safety concerns from the local police and also open up lines of communication should the police or fire department have any concerns in the future. Hopkins and Ramirez will be the designated liaison with the Suisun City Police Department as required under SCMC § 18.49.150(H)(11).

For example, prior to the opening of our Modesto store in December 2019, the Chief of Police Officer Galen Carroll toured our facility and suggested that access from the roof be further fortified to prevent break-ins from the roof and that our security cameras be connected to stream on Modesto Police Departments' dashboard traffic light surveillance system. We were able to quickly implement these additions to our security system and continue to keep lines of communication open with the Modesto Police and Fire Departments.

Section 2.4: Transportation Plan







Section 2.5: Air Quality/Odor Control Plan

The first step of our air quality management and odor mitigation plan will be to employ adequate heating, ventilation, and air conditioning (HVAC) systems. Authentic 707 will work with licensed engineers to assess and improve the existing HVAC system at the proposed location to ensure superior air quality and mitigate any odors that result from the proposed retail space and is in compliance of SCMC § 18.49.150(G).

Filters, including the highest quality carbon filters, will be replaced frequently and actively maintained to provide clean air for all employees and customers. In addition to the HVAC system, Authentic 707 will partner with a local mechanical engineering firm to assess the facility and identify opportunities for improvement and increase air quality and odor capture. Improvements include but are not limited to: (i) air handler selection so outside air can be conditioned and brought into the space without recirculation of smell into the occupied environment; (ii) dedicated systems for each area of the facility that engages in a different retail practice; (iii) air filtration and purification so exhaust and supply air does not negatively impact neighbors or customers; and (iv) the use of carbon air filters or scrubbers. This type of odor control has been successfully used in other businesses like cigar lounges and Shryne has updated and refined this method in its existing dispensaries.

a. Policy

As an initial matter, we will document a process to limit objectionable odors from the project area utilizing building system components and adopted odor control plan.

Under California Occupational Health and Safety Act (“CalOSHA”) and Bay Area Air Quality Management District (“BAAQMD”) regulations, cannabis businesses do not have a specific set of regulations that govern their operations. However, Brian Mitchell of Authentic 707, will nonetheless maintain a high standard for the air quality plans for all aspects of its proposed Cannabis Dispensary Facility (Type-10) at 521 Railroad Avenue.

Authentic 707 will meet and/or exceed the standards set by Suisun City’s Cannabis Ordinance, the Solano County Code, California Labor Code § 6300 et seq., and Title 8, California Code of Regulations § 332.2, 332.3, 336, 3203, 3362, 5141 through 5143, 5155, and 14301, as published in the CalOSHA Policy and Procedures Manual C-48, Indoor Air Quality as applicable to other facilities.

Pursuant to State of California regulations (California Energy Code, Section 120.1(b)2), mechanical ventilation must meet 0.20 cubic feet per minute (“CFM”) per square foot of conditioned floor area in retail spaces, and 0.15 CFM for all other anticipated uses. Since existing State air quality regulations do not contain provisions specific to cannabis businesses, Authentic 707 will comply with these general State standards when designing the ventilation systems and air filtrations systems for the entire facility. Each separate operation within the facility building will have its own individual “air-scrubber” systems, as described below.

b. General Procedures

Authentic 707 will implement and maintain building systems to effectively minimize transmission of odor between building and surrounding areas.

- The General Manager will supervise installment and maintenance of an air treatment system to ensure there is no off-site odor of cannabis detectable from adjacent properties or the community. Air treatment systems consists of carbon filtration on the exhaust side of the ventilation system and negatively pressurizing the facility in relation to the exterior ambient condition.
- Staff members will immediately report odor problems to the General Manager, who will take corrective action, implement upgrades to the system, upgrades to the facility or to the internal handling process of product within the facility to further deter odors.
- If such upgrades require the approval of the City, the General Manager will seek and gain such approval prior to implementing new systems and/or procedures.

It is critical to the success of our organization that our various plans remain transparent to the community, so all stakeholders are aware of the importance of mitigated cannabis odors.

This mitigation plan and all associated records will be made available to the public for review and documents can be requested at our facility. All requests for documentation shall occur via written request only (email is acceptable).

In accordance with California State Law all products brought into the dispensary will be in sealed packages. As such, the possibility for odor issues for adjacent properties is limited. Nevertheless, the handling of product will require a properly engineered odor control system in order to mitigate the release of odors to the surrounding properties and community.

c. Active Measures

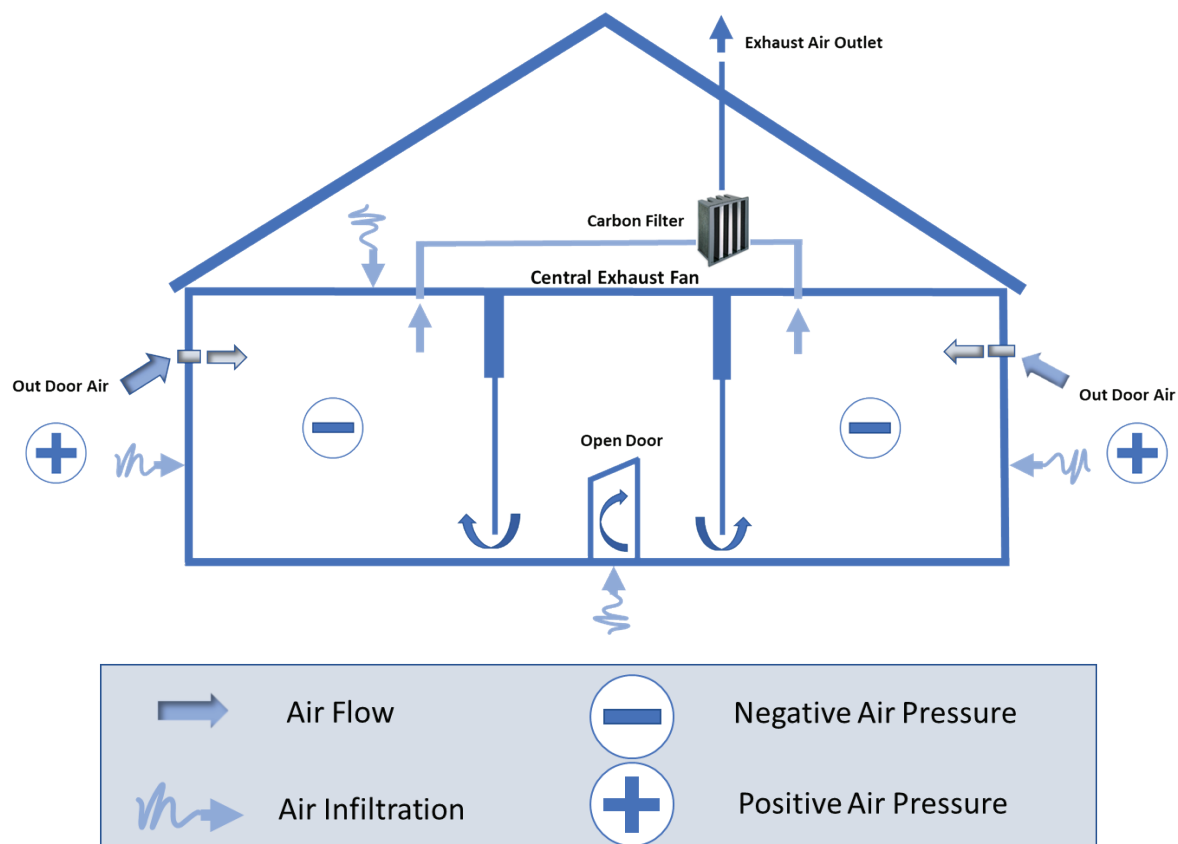
All cannabis products will be securely stored in the inventory room. The inventory room will be provided with an exhaust air system for odor control. The exhaust system will be provided with a carbon filter that will mitigate any odors which may emanate from the stored product.

d. Air Pressure & Carbon Filter Control

The facility will be kept under negative pressure by means of an exhaust system with carbon filters for odor mitigation. The exhaust discharge shall be designed with a high velocity outlet to eject the exhaust up and away from any neighbors or pedestrian traffic.

i. Negative Air Pressure

Authentic 707 will implement this state-of-the-art odor management system to ensure neighboring residents and businesses cannot detect cannabis odors outside the facility. An air system will be installed that creates negative air pressure between the store’s interior and exterior so that the odors generated inside the business will not be detectable on the outside of the business or at any of the properties in the immediate surrounding area.

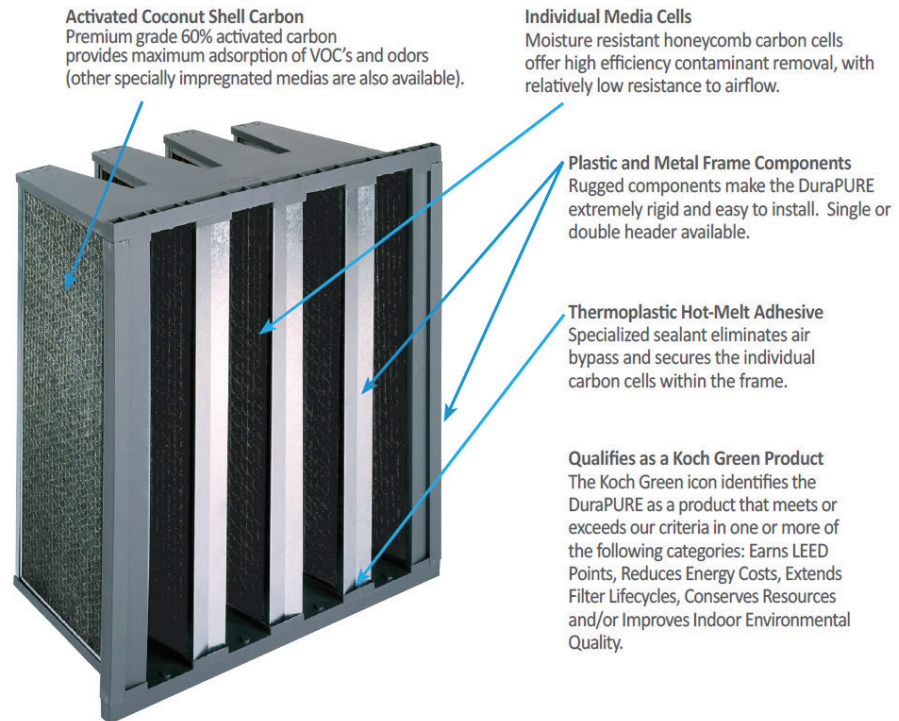


ii. Carbon Filters

We believe that the best air quality and odor control technology for cannabis retail facilities is carbon filtration. The inventory and retail areas in our facility will be separated from other areas, allowing for odor control methods to be specific to the activity being performed. The vault room and the retail

area will be negatively pressurized and have carbon-filtered ventilation using the Koch Filter DuraPURE, which is used in cigar lounges, airport facilities, chemical plants and other businesses which require a high powered air filtration system. The DuraPURE utilizes premium grade granular 60% activated carbon and its unique V-shaped frame holds up to 26 pounds of activated carbon.

DuraPURE Construction and Technical Data



Portable, carbon-filtered recirculating Can-Lite 14" x 40" (SKU: 358598)⁷ fans will minimize or eliminate odors in the vault room and retail area, and will be placed near access points such as doors.

e. Product Odor

Cannabis flower is the only product which we will carry which will have the potential to have any odor since the edibles, oils, tinctures and other products do not emanate any smell. The inventory team and the sales associates will regularly ensure that all jars that the flower is sold in are properly sealed so as not to emanate any smell from its inside content. Employees will also be trained to ensure that all cannabis goods are properly sealed, know how to control ventilation to minimize the risk of odors, the importance of closing all doors and windows, and on how to evaluate and check for any odors.

When inventory shipments are received and are being taken into the inventory room, Authentic 707 will utilize odor-neutralizing materials such as enzymatic catalysts which can degrade odorous compounds. These materials will be applied to surface areas throughout the store to reduce the risk of any odors.

These measures will ensure that cannabis odor will not impact the quality of life of our neighbors nor employees in Suisun City.

⁷ http://canfilters.com/can-lite-14.html?geoiip_country=US

f. Best Available Technology

The combination of carbon exhaust air filtration and building pressure control represent the current best available technology. See Exhibit F for exhaust fan and filter sample specification sheet. This building is also provided with MERV-13 filters for particulate filtration of supply air into the building.

g. Air System Design

The facility shall have no operable windows and will be kept locked and sealed at all times. All doors shall be sealed with proper weather stripping, keeping circulating and filtered air inside the facility. On site usage of cannabis products is strictly prohibited while on the property. This will assist in mitigating odors to the surrounding neighbors.

h. Monitoring, Detection and Mitigation: Method for Assessing Impact of Odor

The importance of cannabis odor mitigation is very well understood, and we will make decisions that best prevent the issue of odor to the surrounding areas. If odors are detected outside the facility this plan shall serve as a guideline to provide corrective action.

i. Monitoring

Management will assess the on-site and off-site odors daily for the potential release of objectionable odors. The manager on duty shall be responsible for assessing and documenting odor impacts on a daily basis.

The closest adjacent properties include:

- G W Hause Enterprises: 519 Railroad Ave
- Residential: 1388 Worley Rd
- Railroad Avenue Autoworks: 605 Railroad Ave
- Breezewood Apartments: 1359 Worley Rd

j. Mitigation

Should objectionable off-site cannabis odors be detected by the public and we are notified in writing, the following protocols will take place immediately:

- Investigate the likely source of the odor.
- Utilize on site management practices to resolve the odor event.
- Take steps to reduce the source of objectionable odors.
- Determine if the odor traveled off-site by surveying the perimeter and making observations of existing wind patterns.
- Document the event for further operational review.

If employees are not able to take steps to reduce the odor-generating source, they are to immediately notify the facility manager, who will then notify the General Manager. All communication shall be documented and the team shall create a proper solution, if applicable. If necessary, we will retain our certified engineer to review the problem and make recommendations for corrective action/s.

k. Staff Training

All employees shall be trained on how to detect, prevent and remediate odor outside our facility and all corrective options outlined herein.

I. Odor Detection Documentation/Response

The Odor Detection Form (ODF) shall be provided to those who suspect objectionable odors emanating from inside the facility. ODFs are available per request, on-site. We shall maintain records of all odor detection notifications and/or complaints that will include the remediation measures employed. The records shall be made available to the BCC, City, or the general public on request. All requests shall be in writing (email is acceptable).

Authentic 707 will post the contact information for our community liaison, Jose Pecho, so that neighbors and other residents of Suisun City can ask questions or address any issue they may have. Complaints of any odors from the facility will also be addressed to Jose who will work with our engineers and Director of Compliance, Andrew Hopkins, to investigate and mitigate any odors as soon as possible.

Odor Detection Form

Name of Reporting Party: _____

Phone Number: _____

Email Address: _____

Date: _____

Time: _____

Location of Odor: _____

Weather Conditions: _____

Date/Time of Notification: _____

Notification Method: Email Online In Person

Administrative Use Only

Mitigation Response Taken: _____

Date/Time Measures Employed: _____

Were Mitigation Measures Successful? _____

Signature/Date/Time: _____

Section 2.6: Disposal Plan

A. ORDINARY LITTER AND WASTE

Standard litter and waste produced at the facilities such as packaging material, paper, etc., will be taken out daily to the bins located next to the warehouse on the southeast edge of the property and placed in the appropriate containers. These exterior containers are locked at all times. The premises will be kept free of litter and waste and all hazardous materials will be properly stored pursuant to SCMC § 18.49.150(N). As discussed below, any cannabis materials or wastes will never be placed in these bins.

B. CONTAMINANTS AND HAZARDOUS MATERIALS

In compliance with SCMC § 18.49.150(M), Authentic 707 will not sell or otherwise house any products which contains any harmful contaminants, including pesticides, mold and/or fungus. Approximately 60% of the products sold at Authentic 707 will be “in-house” products which were cultivated in one of Shryne’s cultivation facilities, manufactured in one of Shryne’s manufacturing facilities and distributed through Shryne’s distribution network. The fact that most of the products sold at Authentic 707 did not leave our chain of custody from seed to sale is significant because (1) we do not use any pesticides or contaminants in our state of the art cultivation facilities and (2) while many products only undergo one level of testing prior to distribution, our products are tested two additional times as described on page 80. And should any of the products fail at any point during the three testing phases, they will be destroyed pursuant to CCR § 5049(b)(7) and 5054(d). Please see Section 2.8 Operations Plan for more information on quality control and testing.

C. CANNABIS WASTE MANAGEMENT



Flower in our display pods which have been open for more than two weeks, any cannabis goods which are returned, damaged or cannot be sold will be destroyed according to our Standard Operating Procedures. The general manager will schedule the disposal of opened flower packages every two weeks. Damaged or returned products are kept separate in the inventory room and according to vendor for the vendor to pick up for analysis and eventual disposal. Such products to be destroyed will be initially placed into a 20 gallon secure polyethylene container provided by our waste management vendor, Cannabis Waste Solutions⁸, and will be locked until picked up by Cannabis Waste Solutions.

Such destroyed inventory will then be accounted for as destroyed in METRC and Indicaonline. Cannabis Waste Solutions will pick up the secure containers every week from our secure inventory room and will transport them into their facilities where they will be recycled into either energy for the power grid in California or made into various “new-gen” materials for the construction industry.

⁸ <https://cannabis-waste.com/about/>

See SOP below of our cannabis waste procedures:

STANDARD OPERATING PROCEDURE

SOP NO.	RT-S009.1	REV. NO.	1	SUPERSEDES	N/A
PERIODIC REVIEW [X]		NEW SOP [X]		REVIEW PERIOD	3 YEARS
ISSUE DATE	09/19/2019	EFFECTIVE DATE	09/19/2019	REVIEW DATE	09/19/2022
DEPARTMENT	Retail				
SOP TITLE	Retail Waste Management				
APPROVED BY				DATE	
APPROVED BY				DATE	

1.0 Introduction/Purpose: This procedure explains the process for disposing of cannabis waste.

2.0 Scope: This procedure is used by all retail associates who manage inventory, replace retail display samples, accept customer returns or otherwise dispose of cannabis goods.

3.0 Responsibility/Training: All persons within the retail department will receive training on how to classify and how to dispose of cannabis waste. All retail associates must be trained on this procedure before they can accept customer returns or replace display samples.

4.0 Definitions:

4.1 Secure waste receptacle: means the labeled and secure waste container used to hold cannabis waste that is located in the limited-access area.

5.0 Frequency: This procedure will be repeated anytime that cannabis goods display samples are replaced; anytime that cannabis goods are returned by a customer; and anytime that cannabis goods are damaged and cannot be sold.

6.0 Materials/Equipment: Equipment used in this procedure include the secure waste receptacle.

7.0 Preliminary Operations: This procedure occurs after customers have been verified and authorized to enter the retail area.

8.0 Procedure:

8.1 Types of Cannabis Waste:

8.1.1 Any type of cannabis flower or cannabis product including but not limited to edibles, pre-rolls, vape cartridges and topicals.

8.1.2 Any empty or damaged packaging that is used to contain cannabis goods.

8.1.3 Cannabis goods returned by a customer or patient.

8.1.4 Returned and recycled vape cartridges.

8.1.5 Cannabis goods that have passed their expiration date.

8.1.6 Cannabis goods that fell onto the floor or have been otherwise contaminated.

8.2 Identifying Cannabis Waste:

- 8.2.1 Any cannabis good that is returned by a customer may not be re-sold and must be disposed of as cannabis waste.
- 8.2.2 Any cannabis good abandoned on the premises (left behind by a customer) may not be re-sold and must be disposed of as cannabis waste.
- 8.2.3 Any cannabis good that has damaged packaging and cannot be returned to the distributor for a replacement must be disposed of as cannabis waste.

8.3 Disposing of Cannabis Waste:

- 8.3.1 All cannabis waste will be disposed of in the secure waste receptacle located in the limited-access room.
- 8.3.2 Before disposing of cannabis waste the batch number and product information from which the cannabis waste source must be capture.
- 8.3.3 Complete RT-F004.1 Retail Cannabis Disposal Log for each unique batch of cannabis waste.
- 8.3.4 After the Disposal Log is complete obtain the initials from the manager or supervisor.
- 8.3.5 After the manager or supervisor has initialed the Disposal Log place the cannabis waste in the secure waste receptacle.

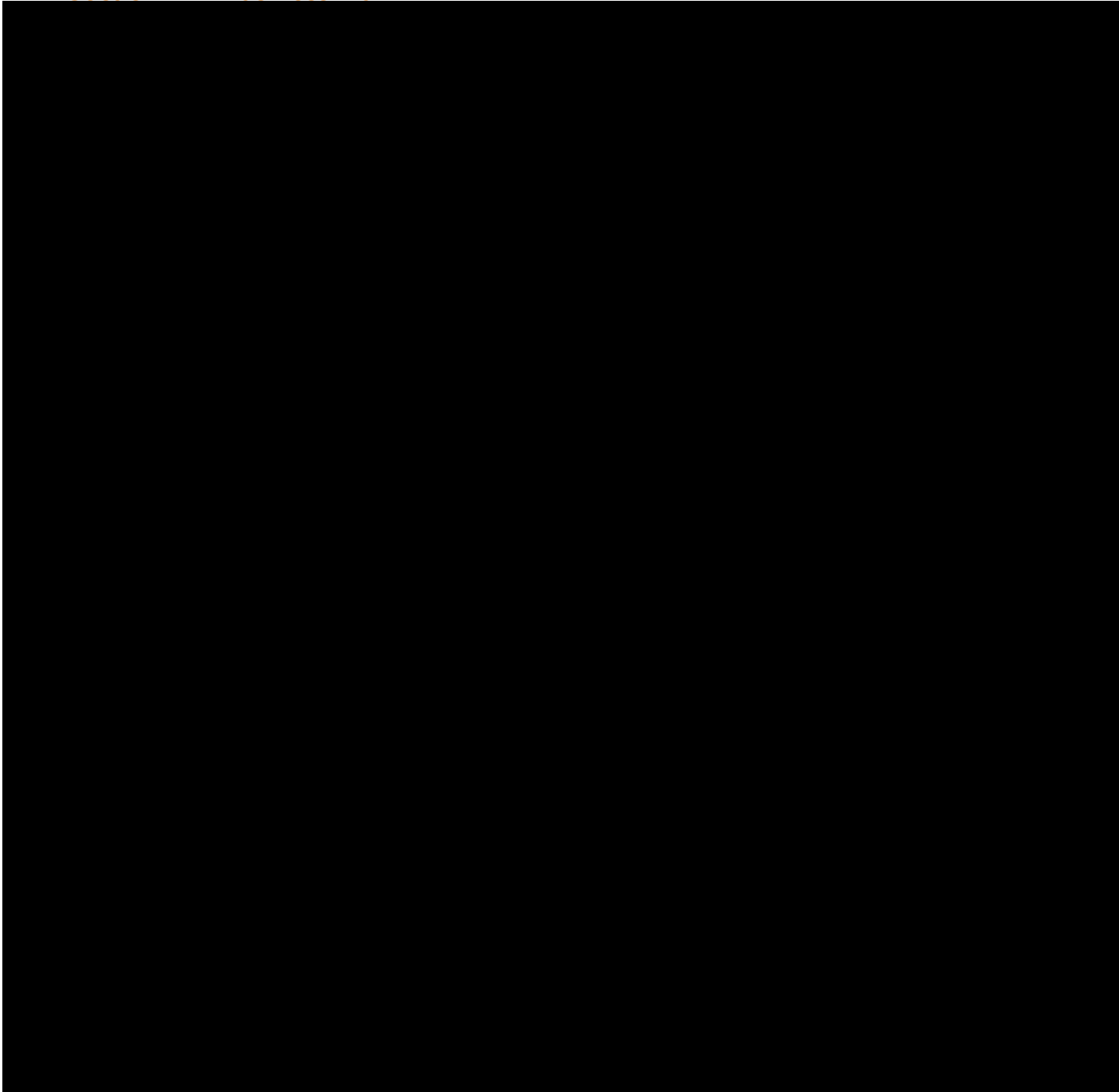
8.4 Rendering Cannabis Unusable and Unrecognizable:

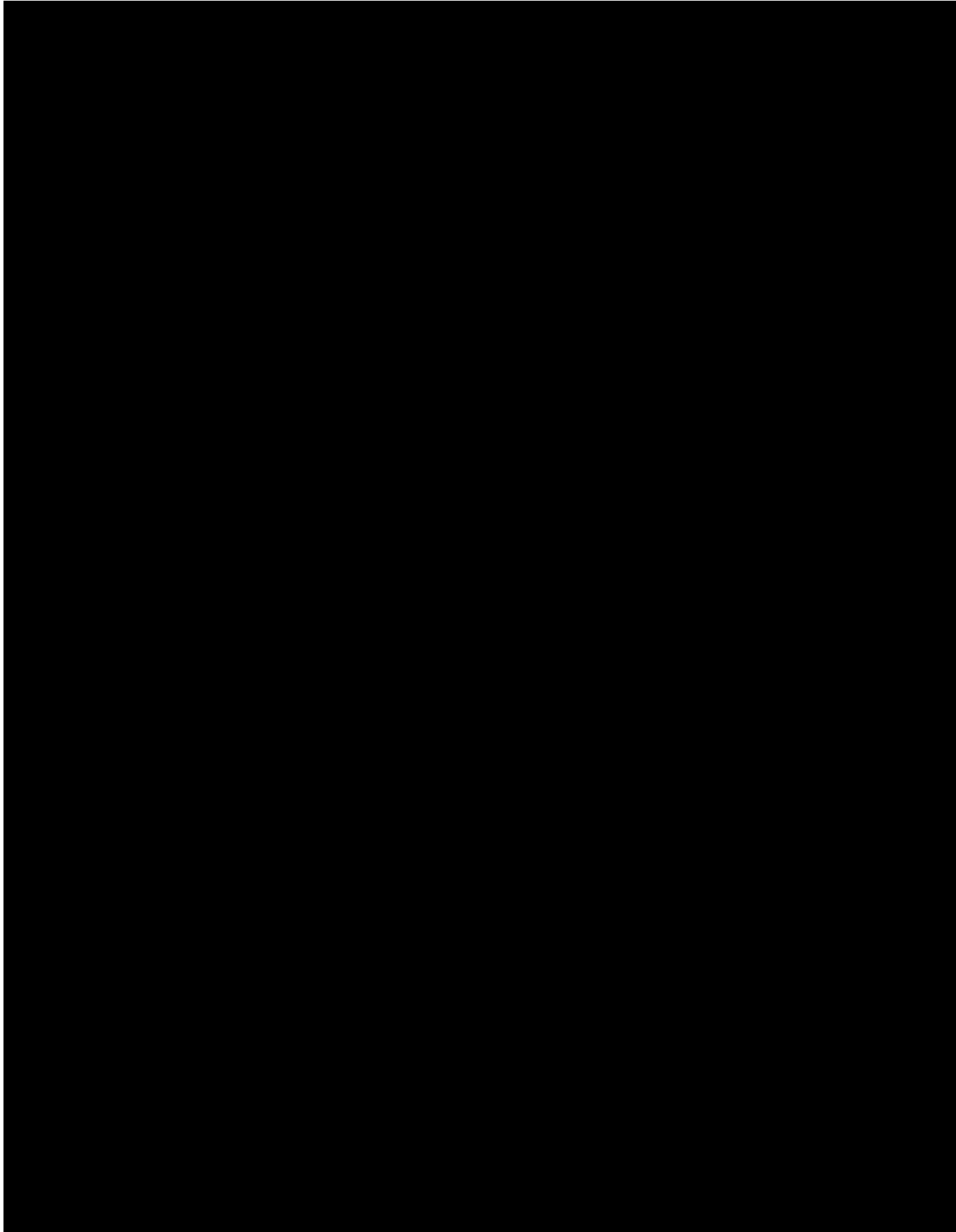
- 8.4.1 On a periodic basis the cannabis waste receptacle will be emptied by the waste management company named Cannabis Waste Solutions.
- 8.4.2 Cannabis Waste Solutions will arrive and enter the limited-access area in accordance with RT-S006.1 Limited-Access Area. Make sure the representatives sign the visitor log.
- 8.4.2 Cannabis Waste Solutions will count and inventory the cannabis waste.
- 8.4.3 Cannabis Waste Solutions will next render the waste unrecognizable and unusable by:
 - 8.4.4 Grinding empty cartridges
 - 8.4.5 Applying a proprietary slurry to the cannabis waste
 - 8.4.6 Cannabis Waste Solutions will replace the secure waste receptacle with a clean one.
 - 8.4.7 Cannabis Waste Solutions will email a weight receipt which will include the total quantity of waste collected.

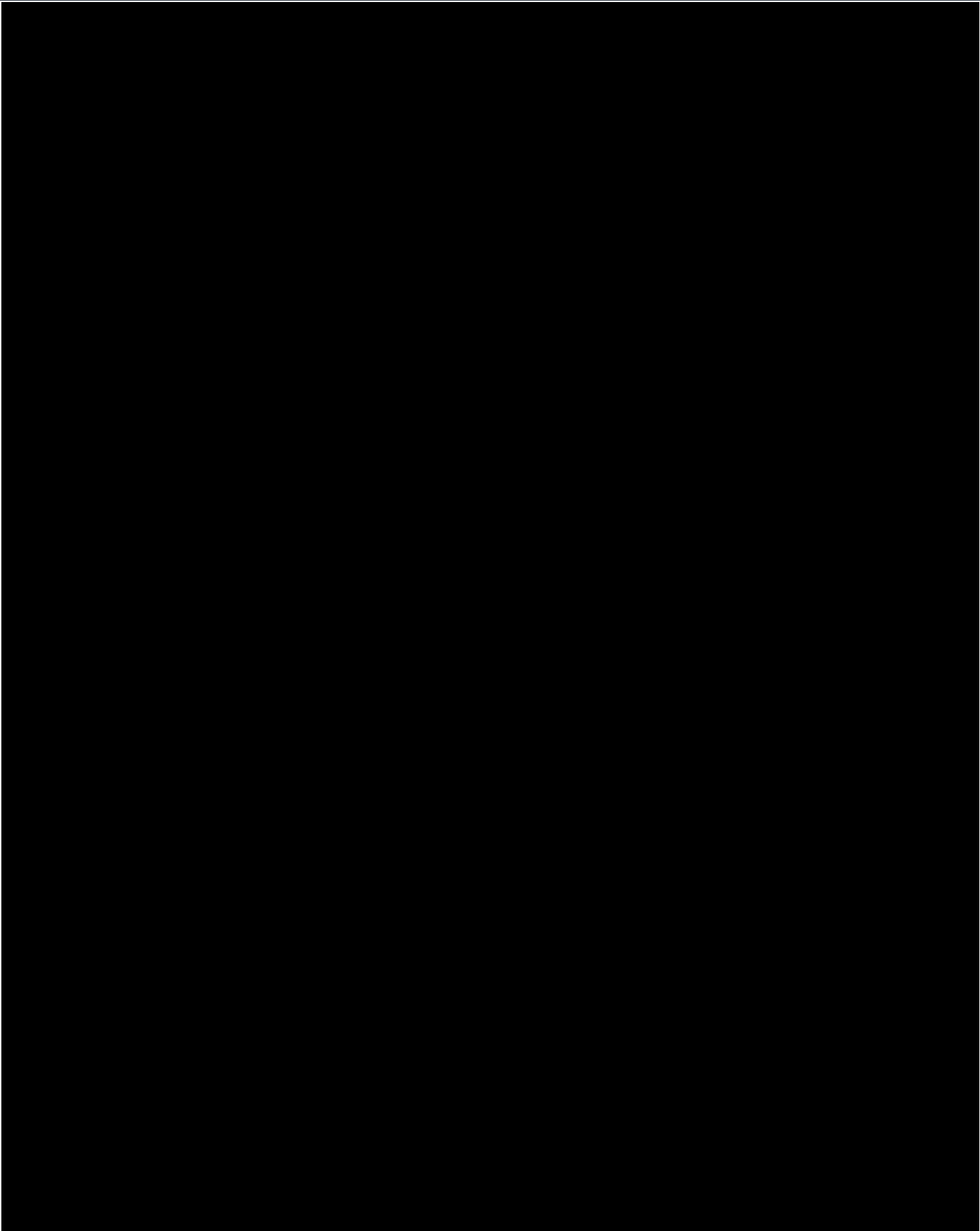
9.0 Cleaning Requirements: The secure waste receptacle must be kept clean at all times. Make sure all cannabis goods and packaging are located in the secure waste receptacle and cannabis waste is not located on the floor or lid.

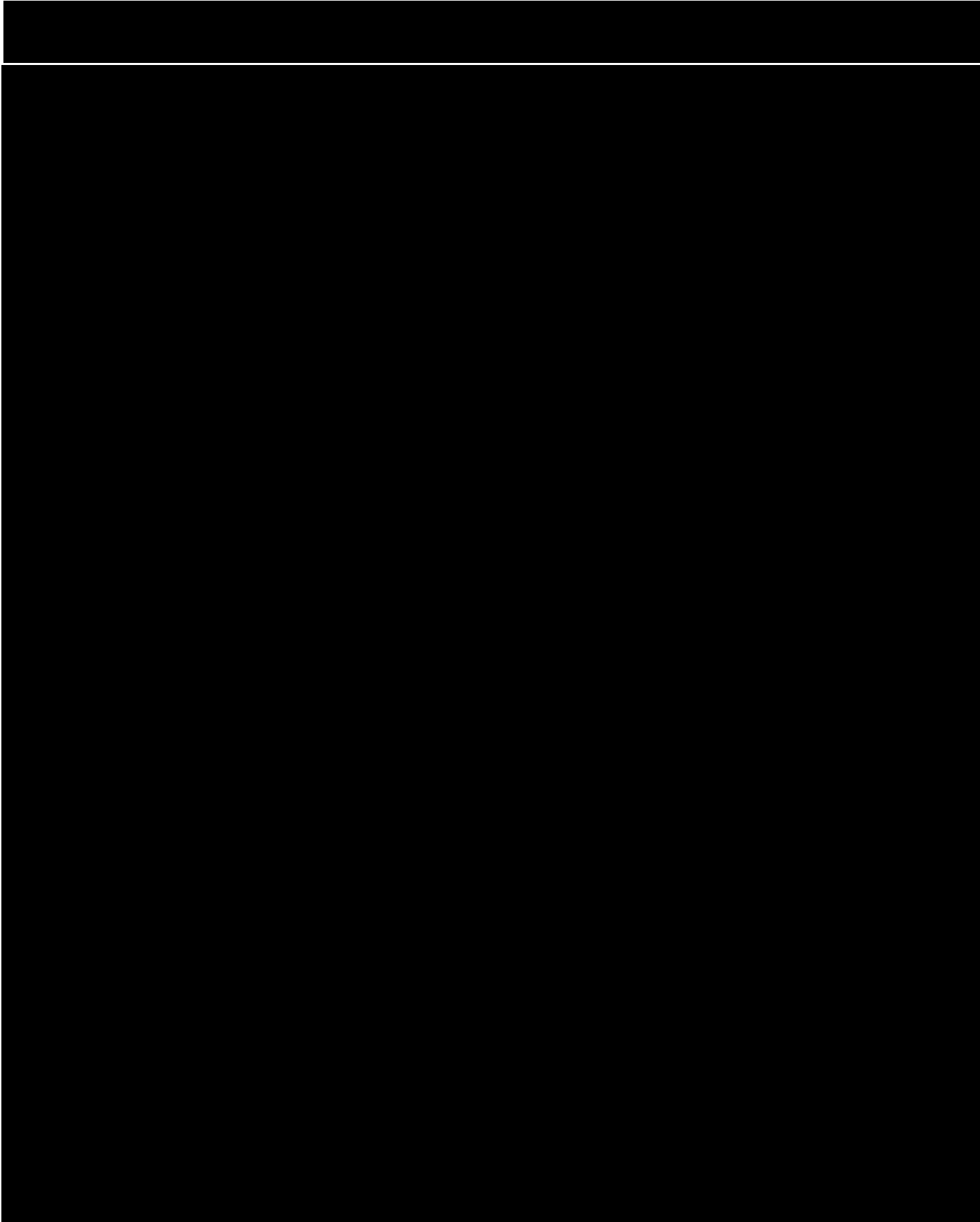
10.0 Calculations/Data Management/Documentation Requirements: This procedure involves the update of inventory records in accordance with *AD-S011.1 Inventory Control and Reconciliation* and the update of record keeping requirements in accordance with *AD-S010.1 Record Keeping*.

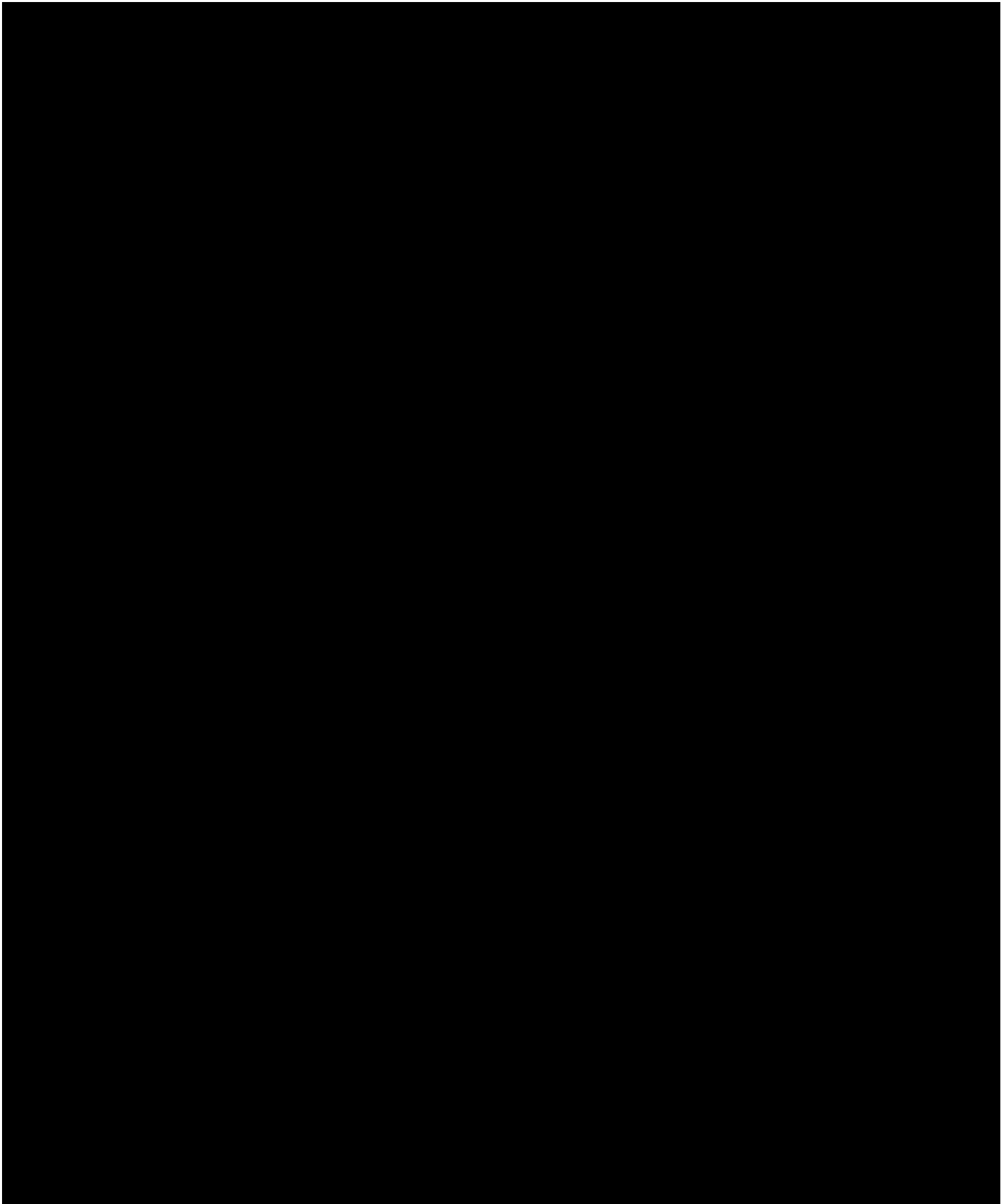
Section 2.7: Business Plan

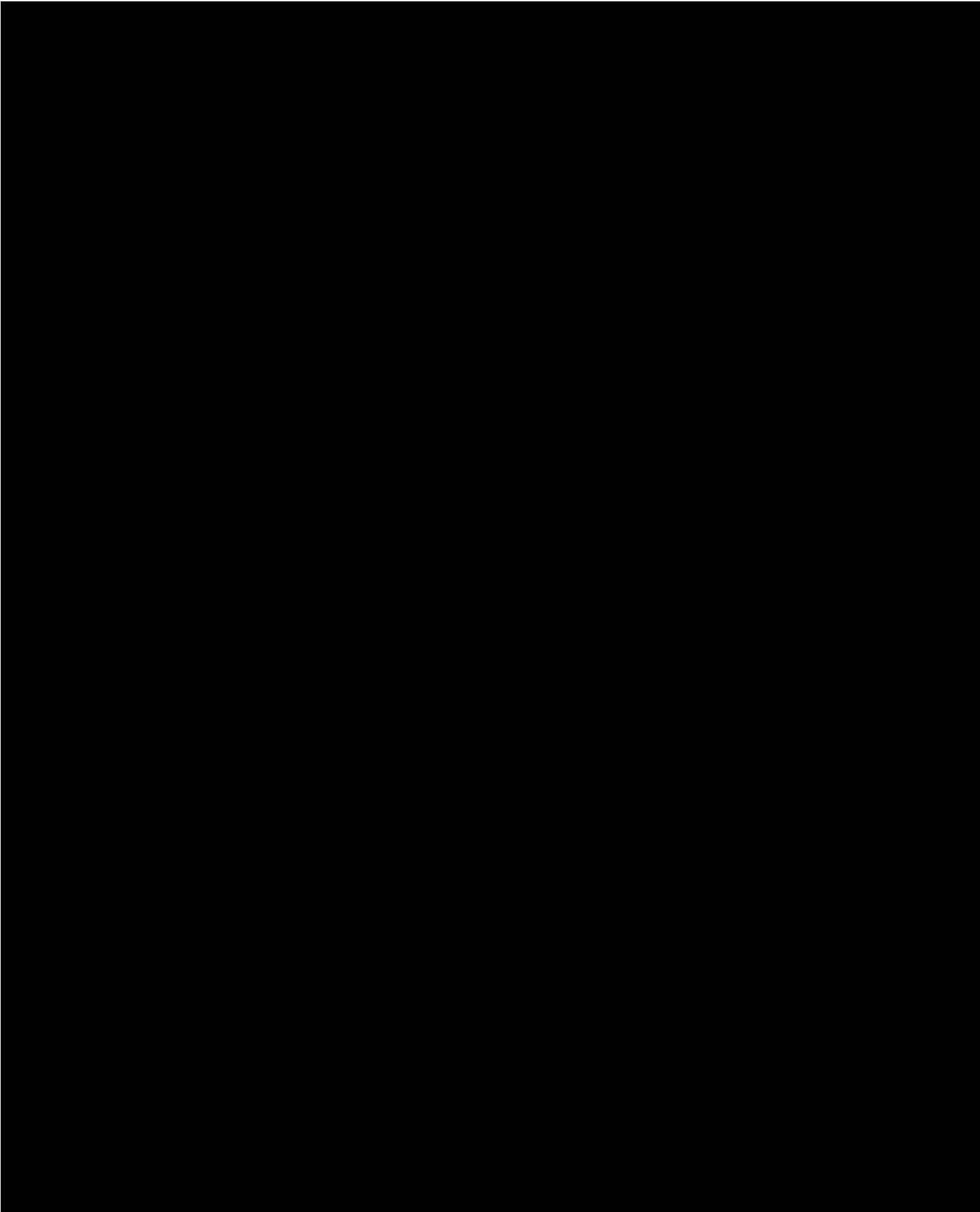


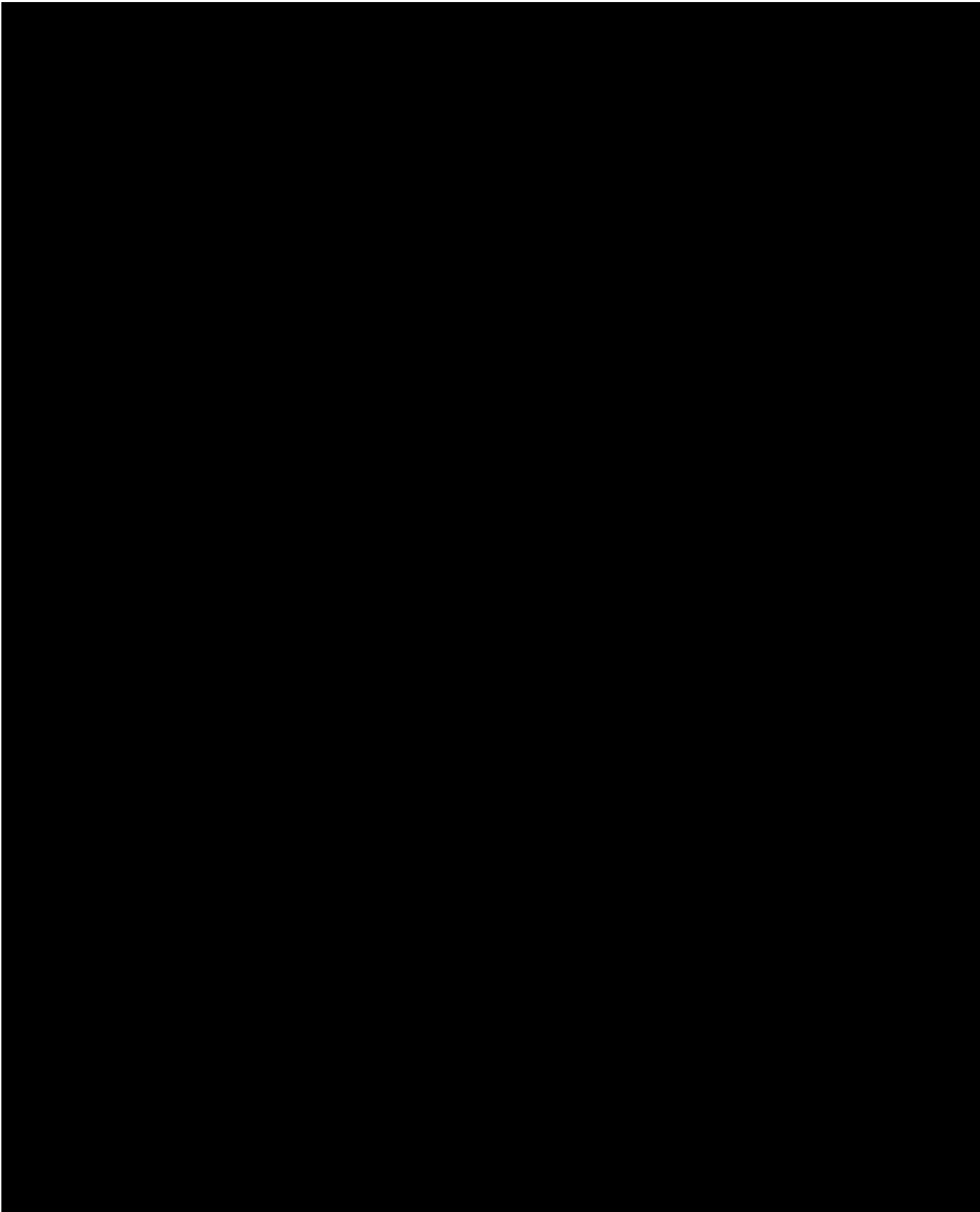


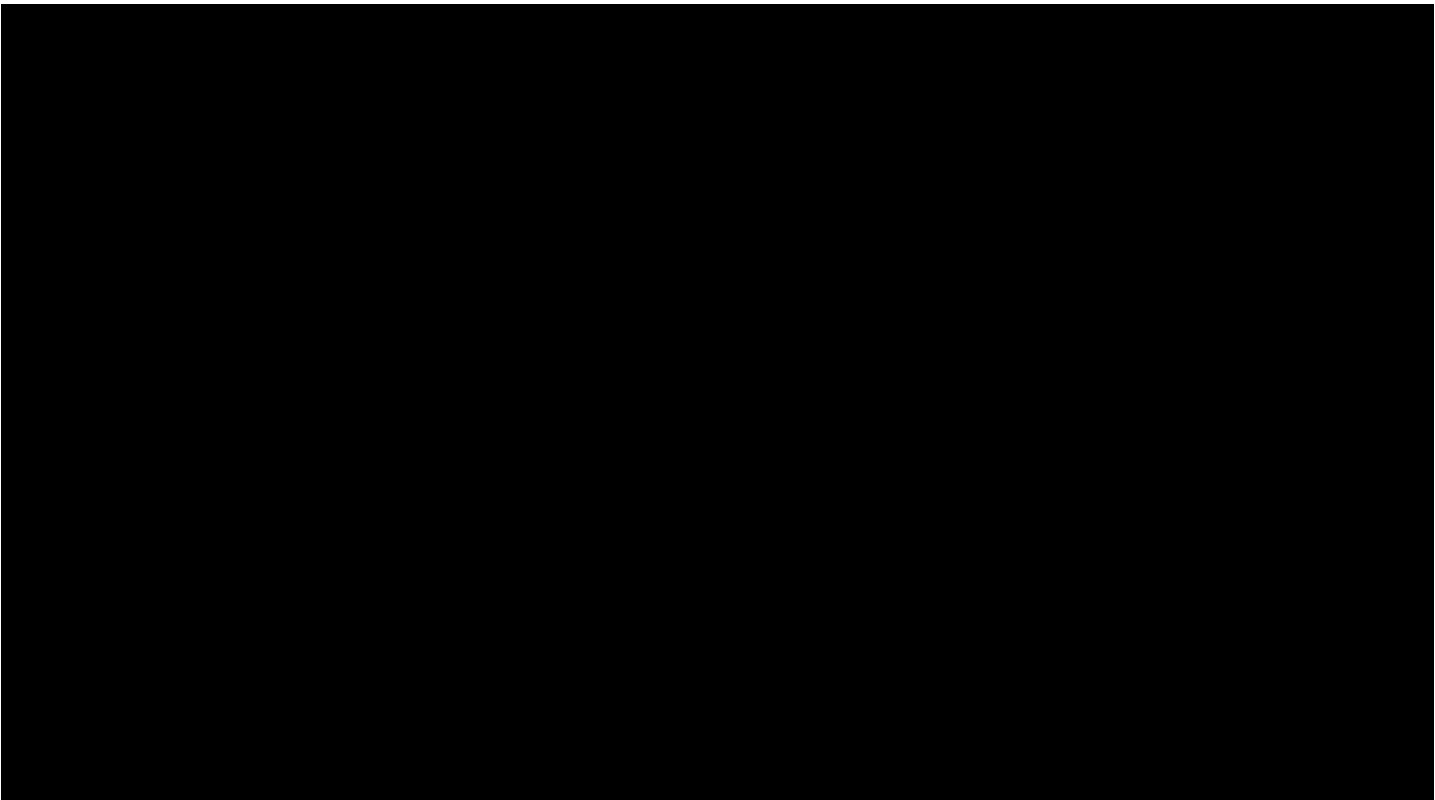


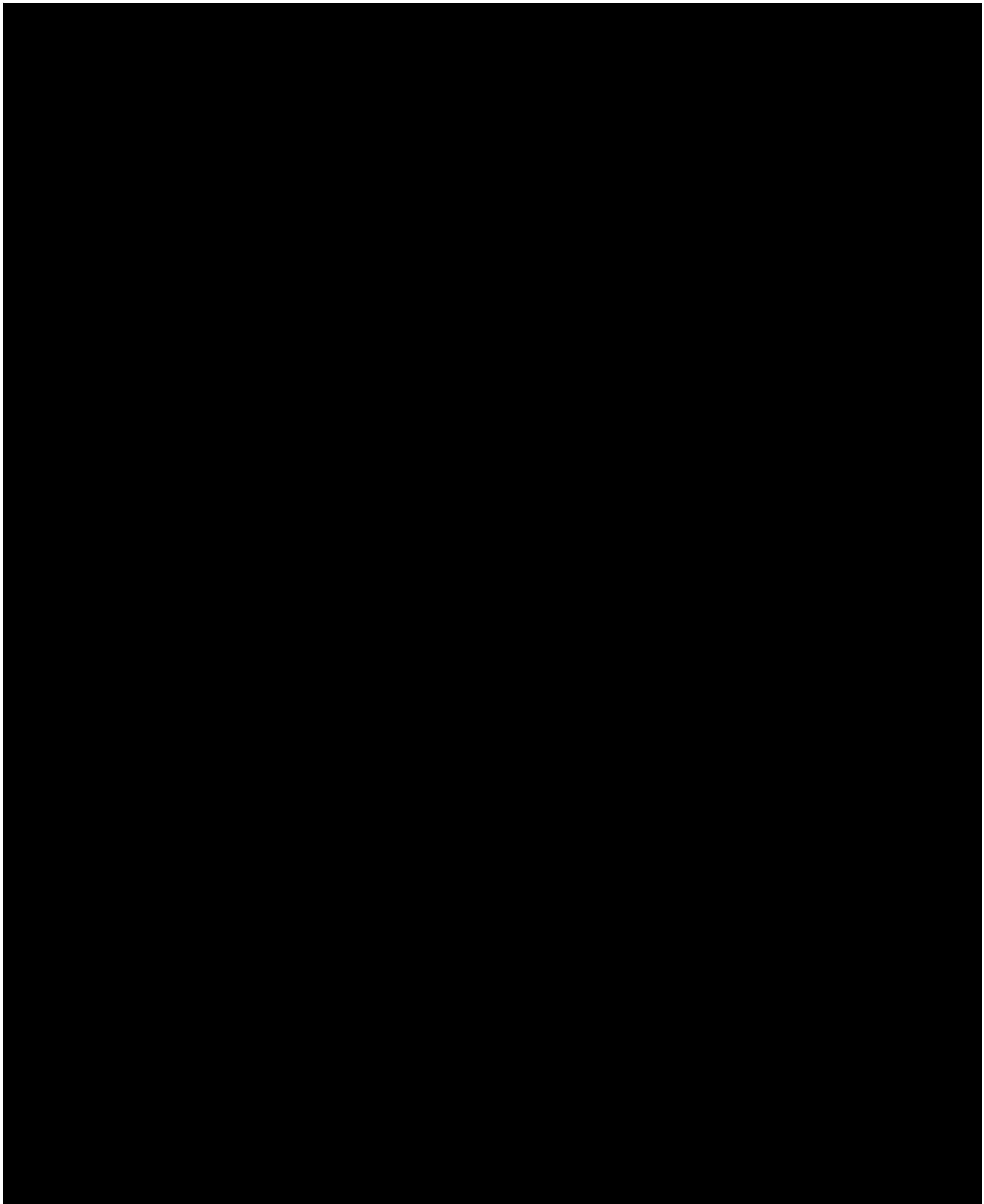


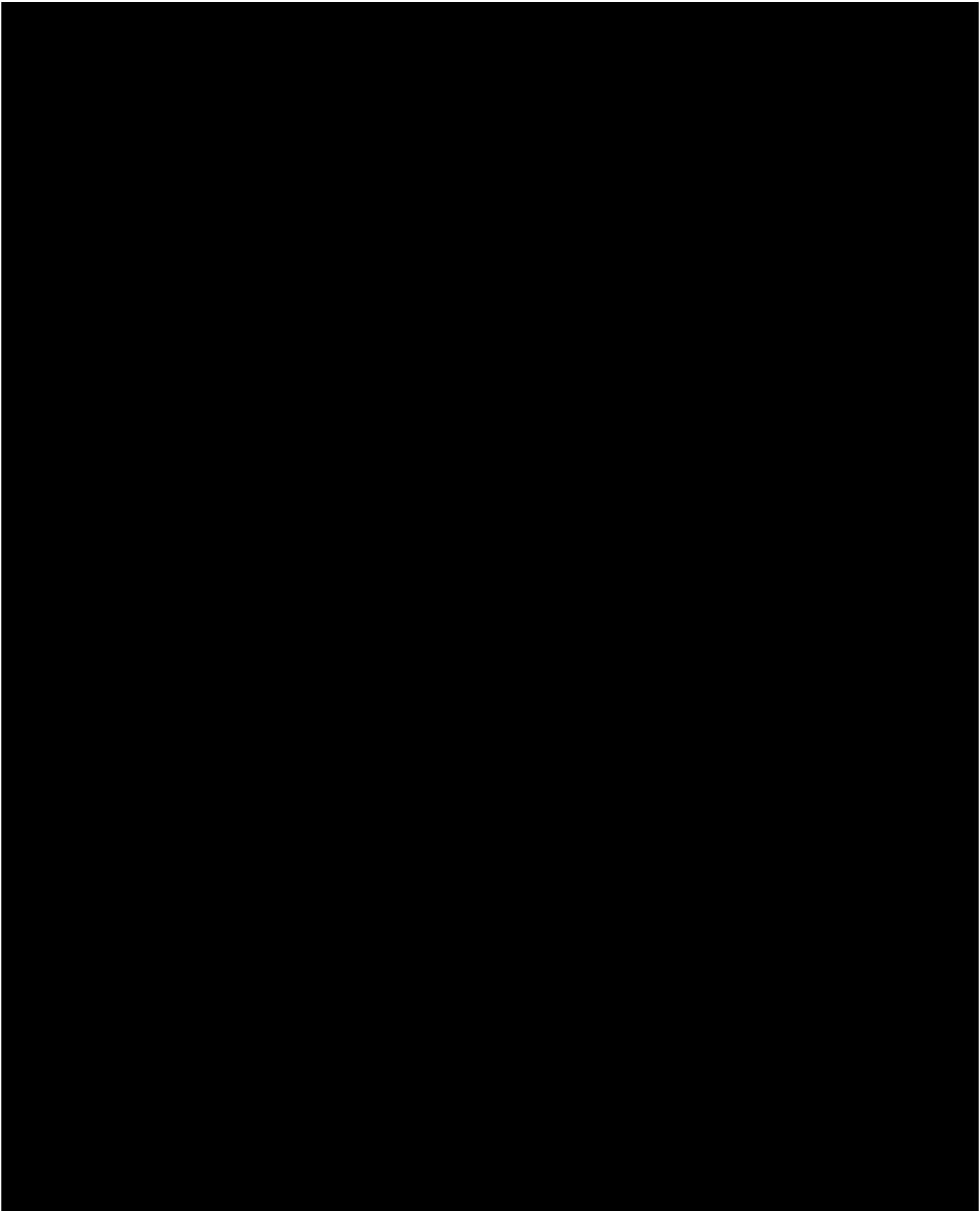


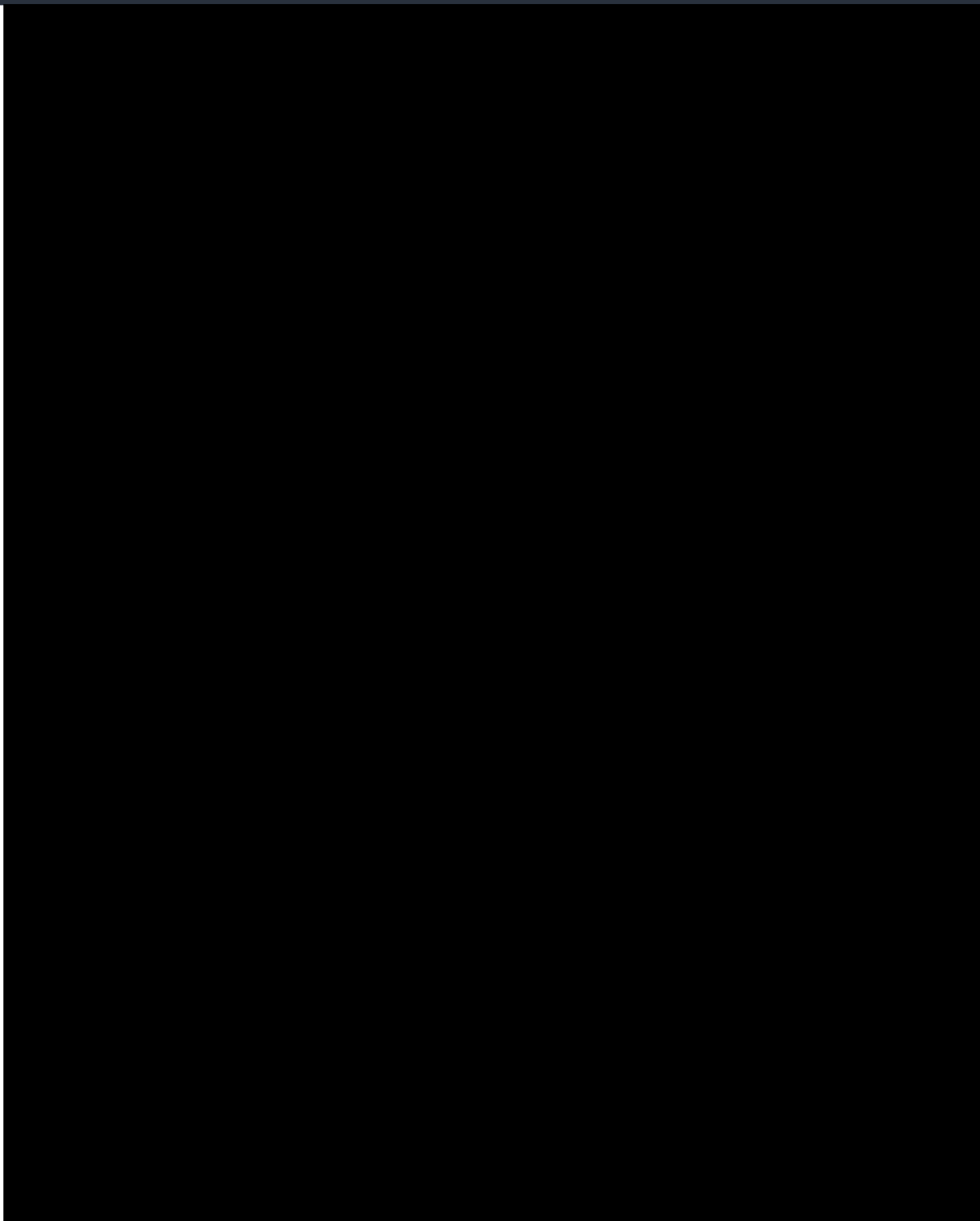


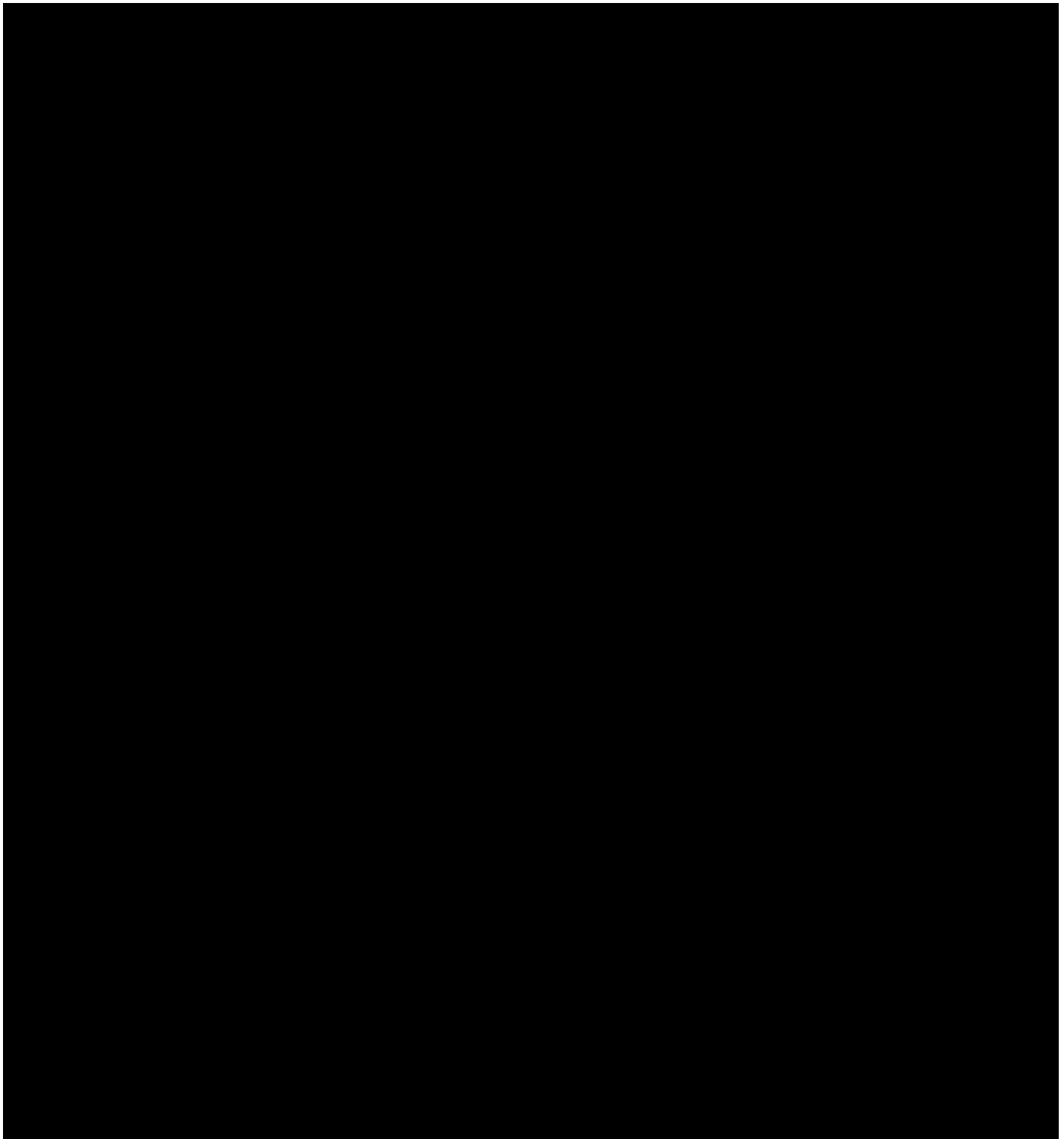


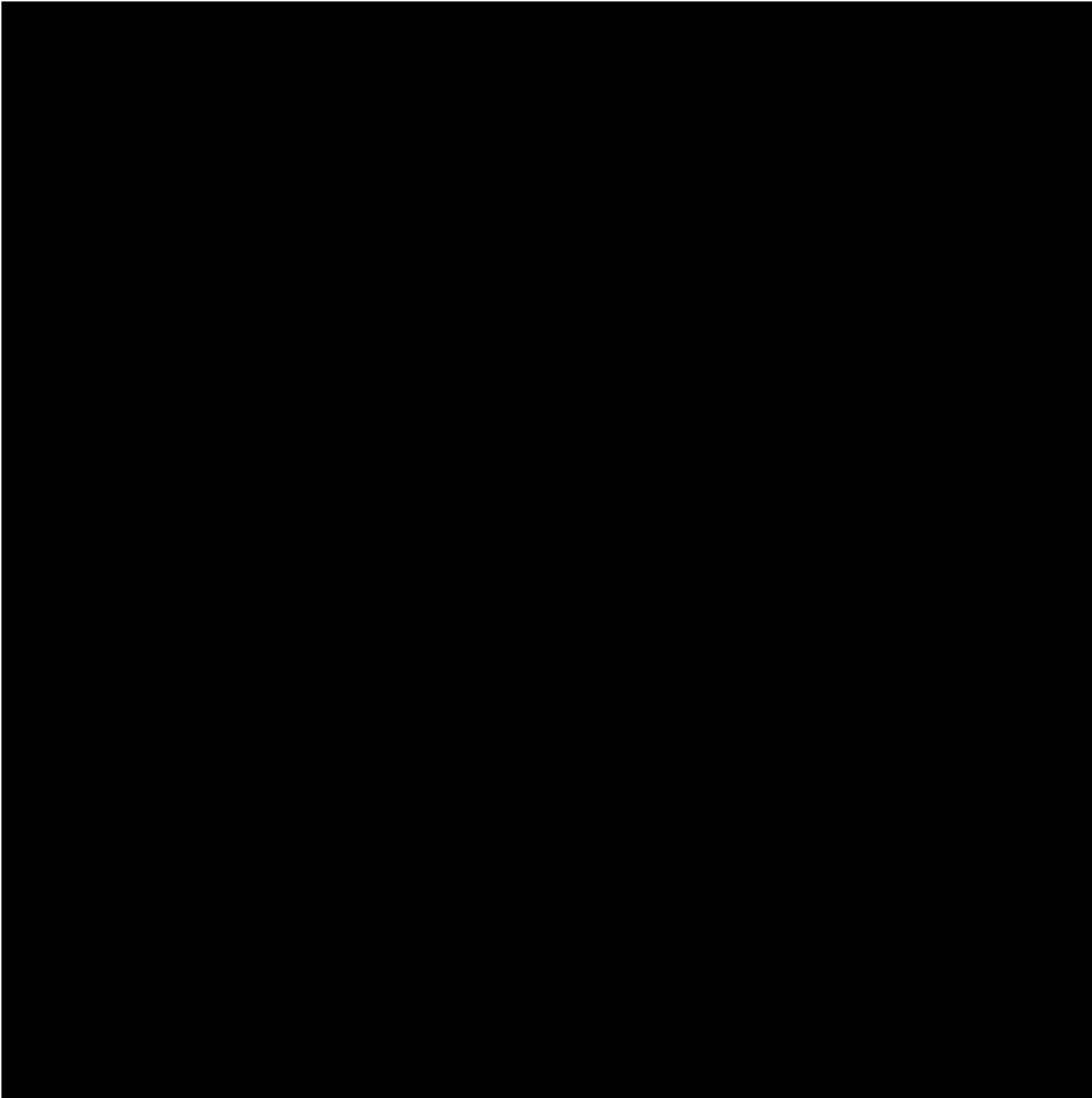


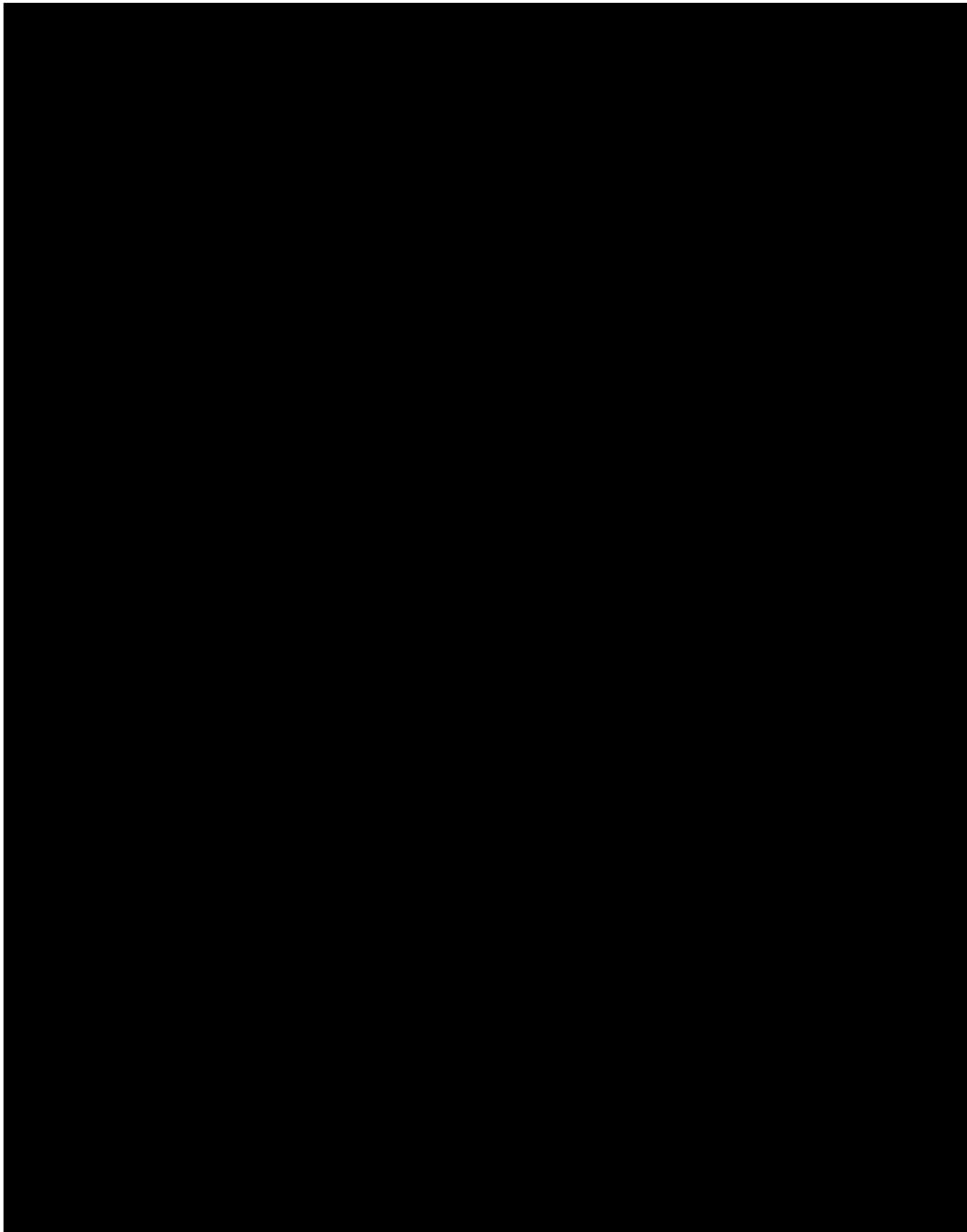


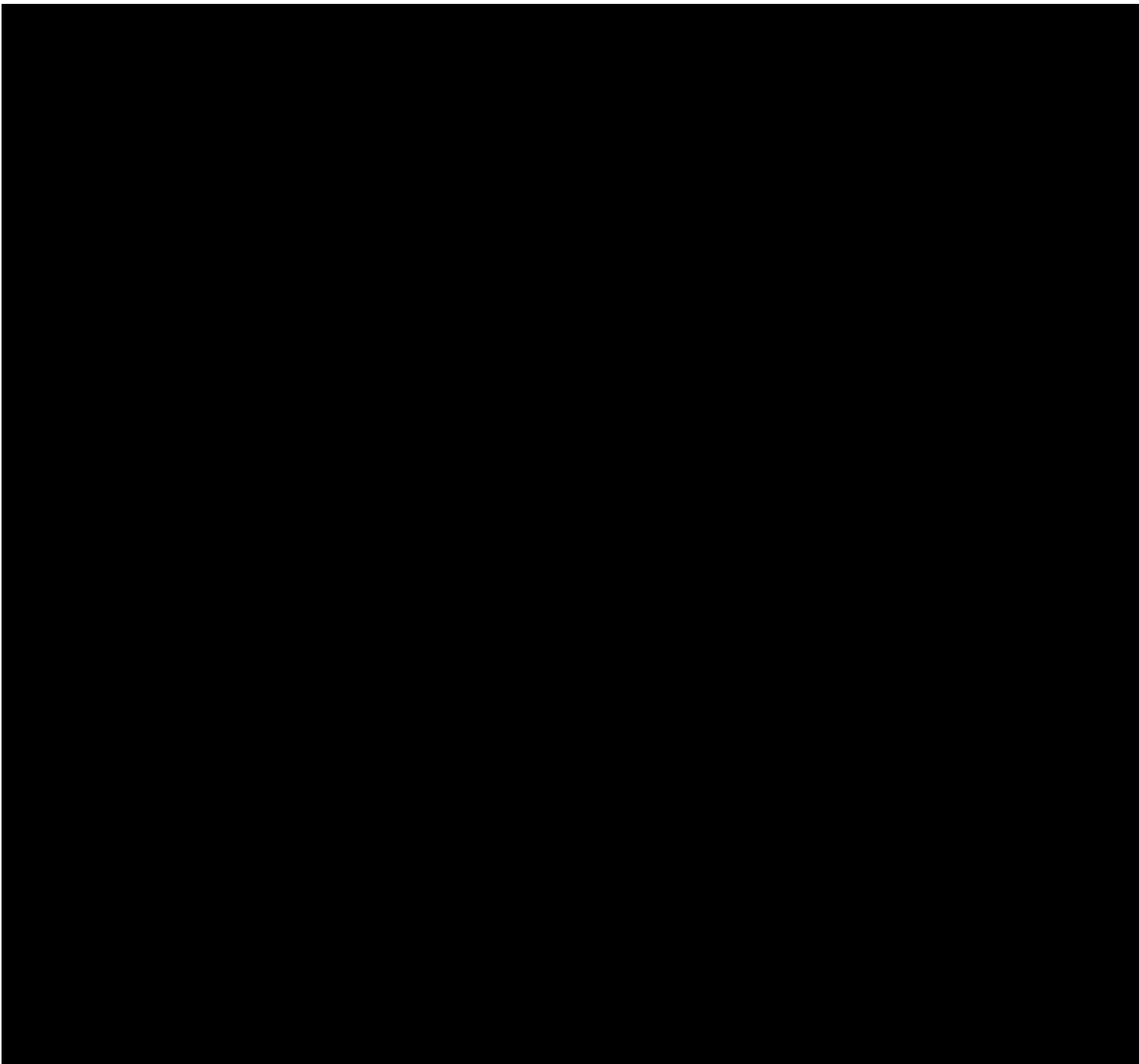


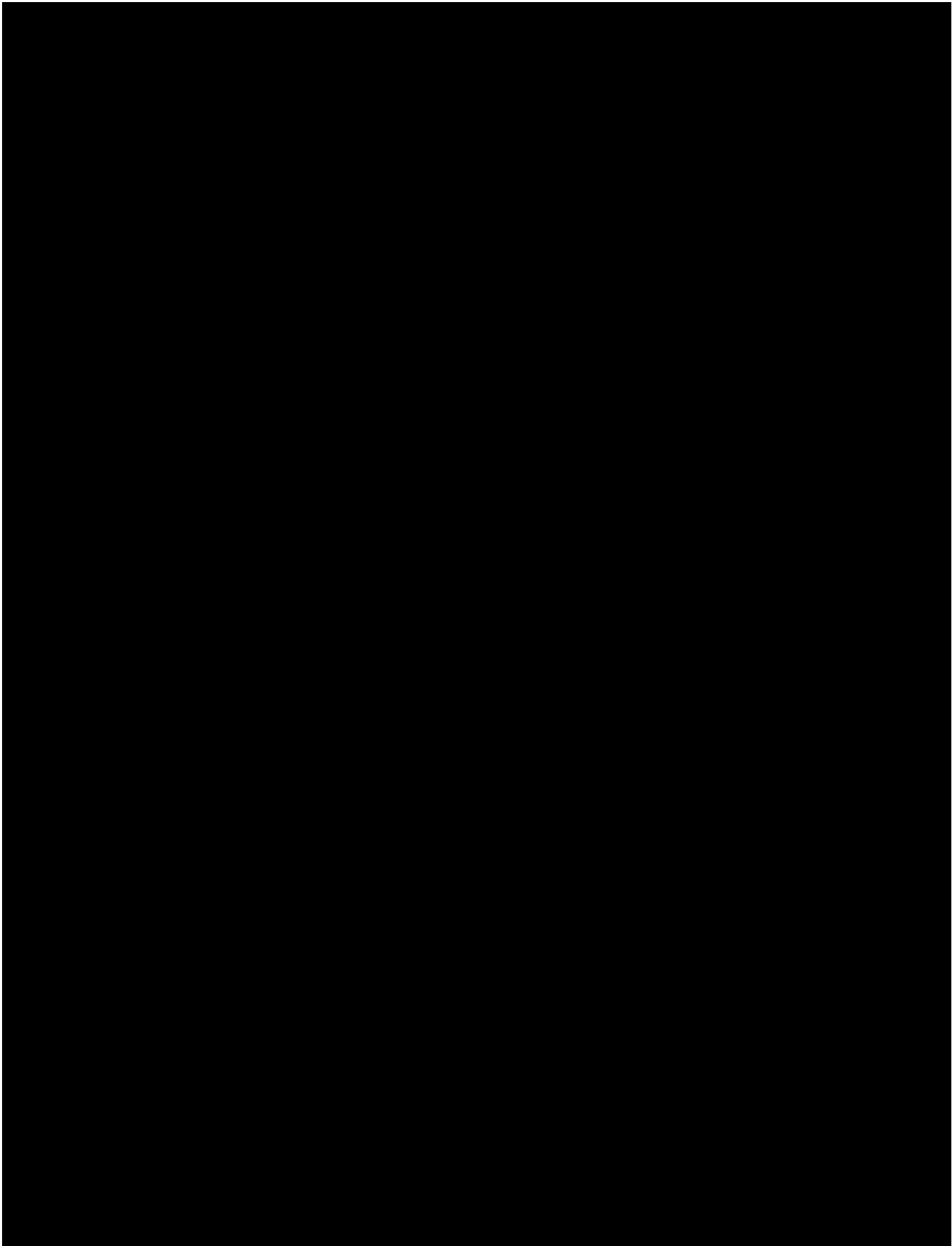


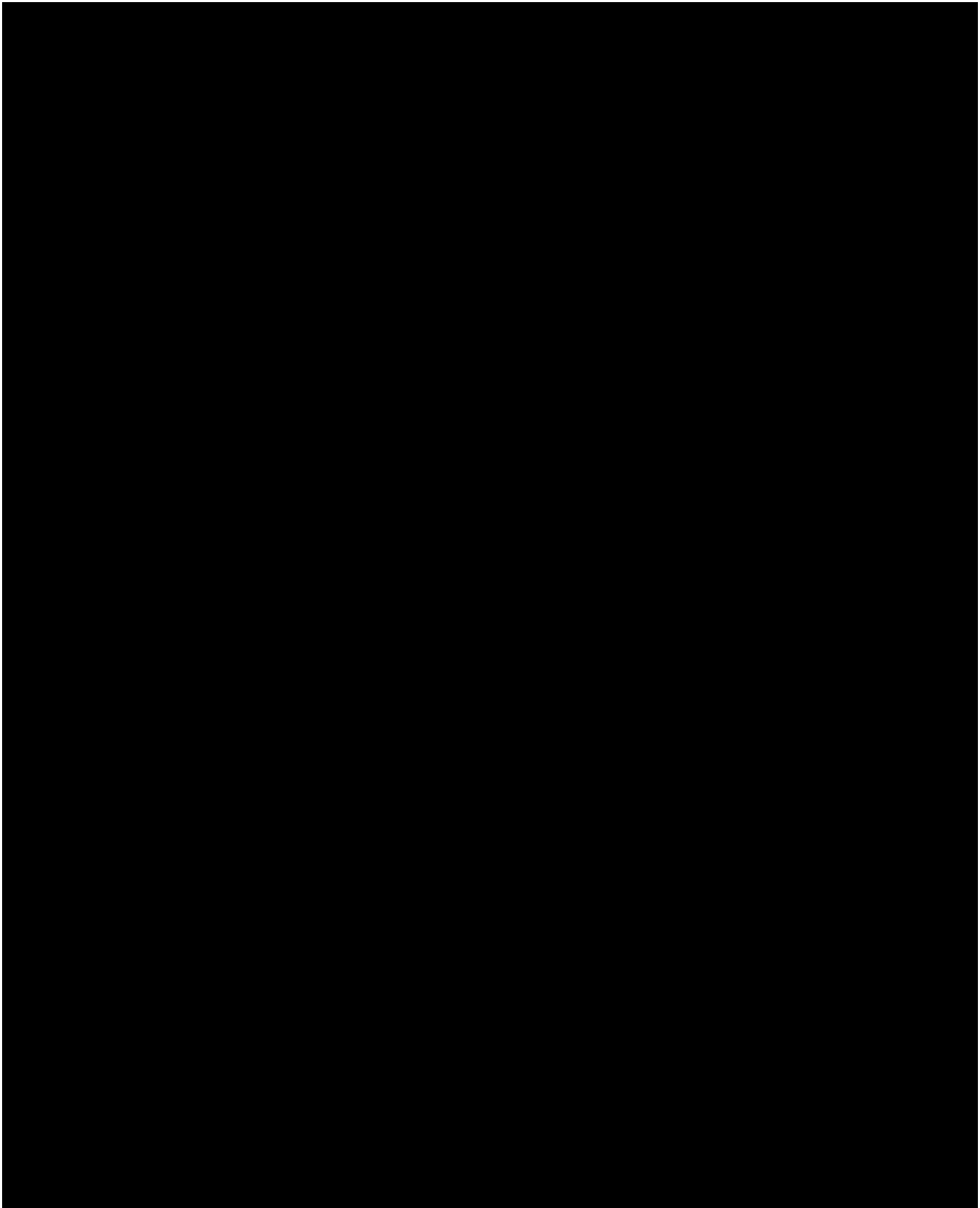


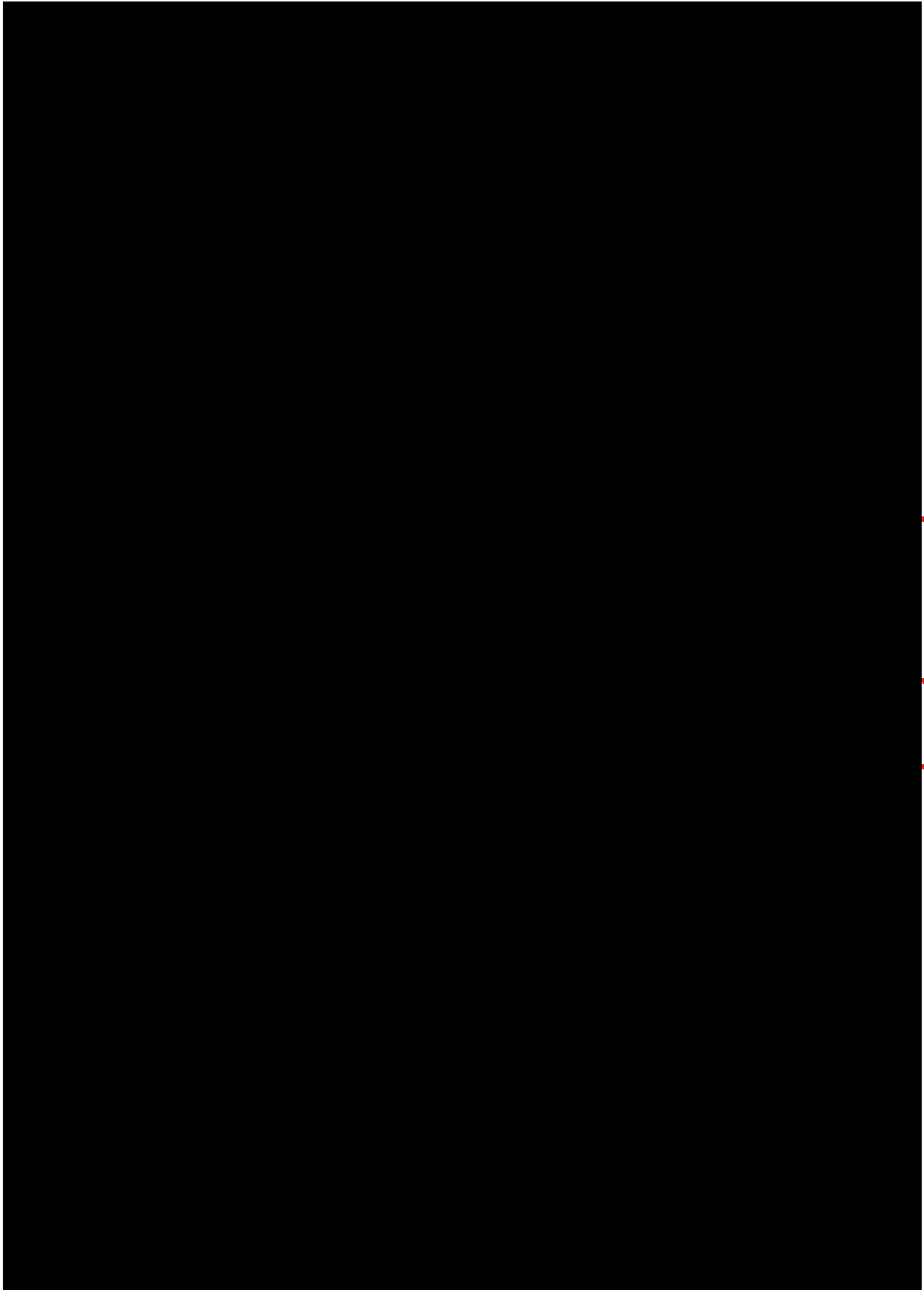




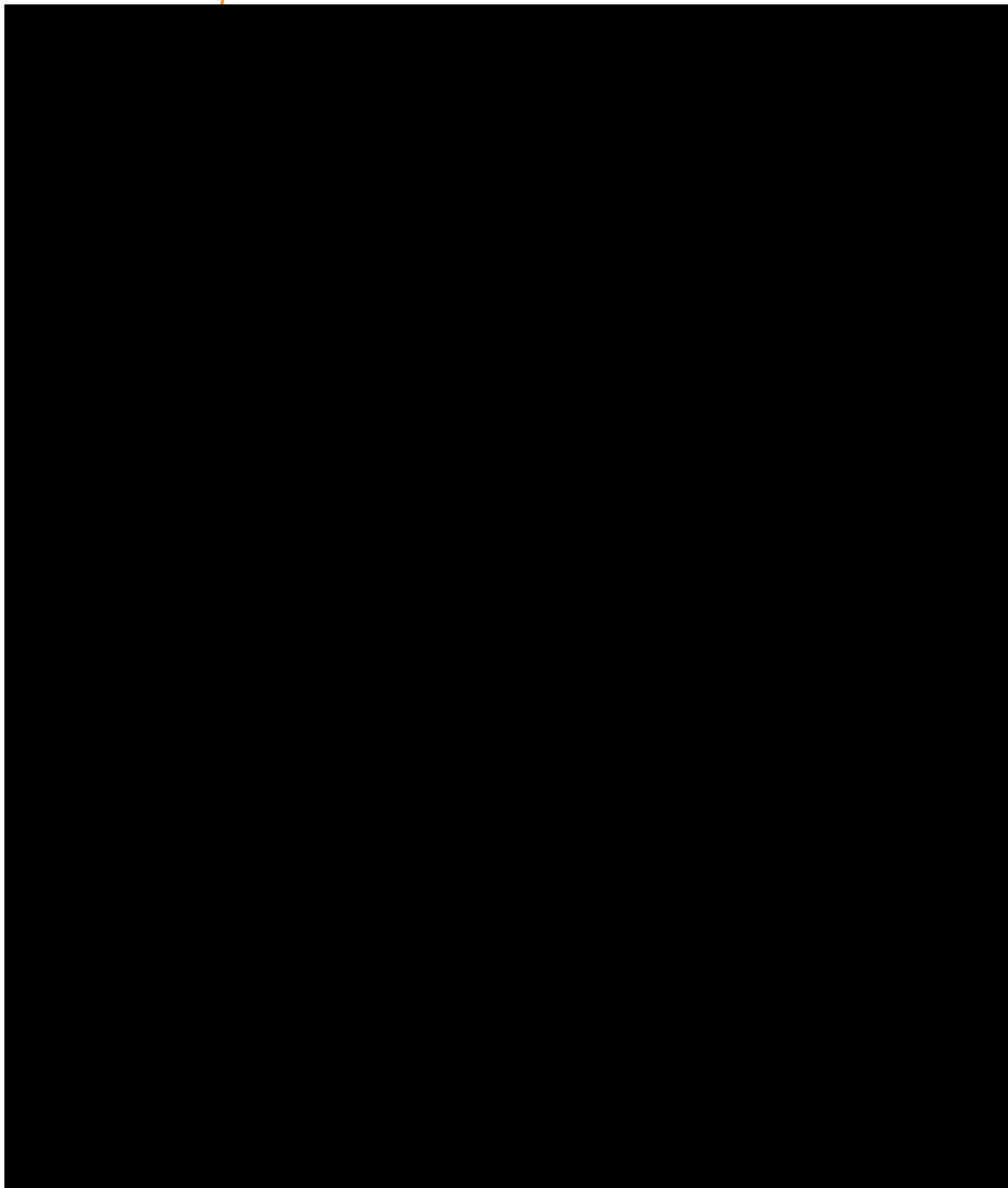


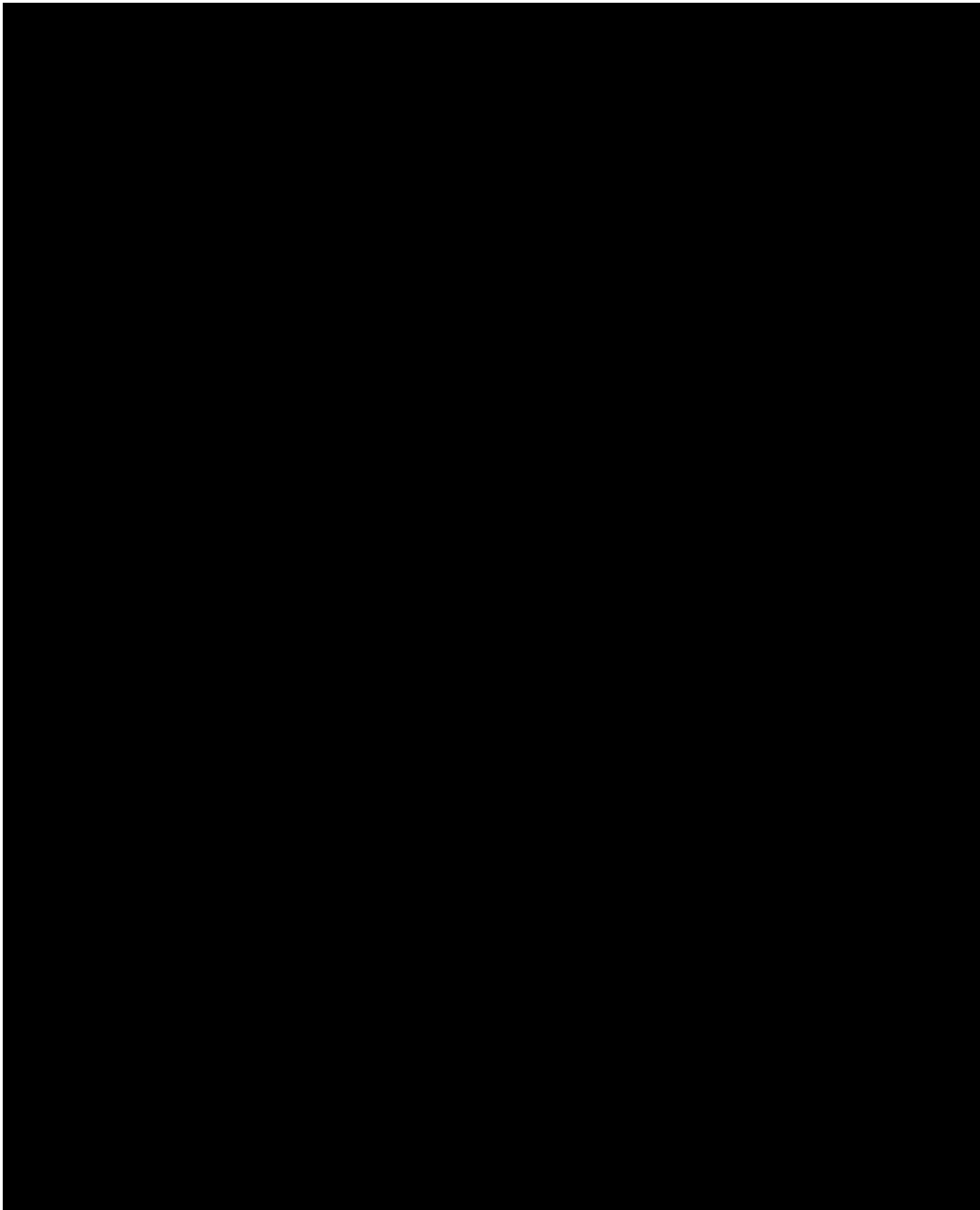


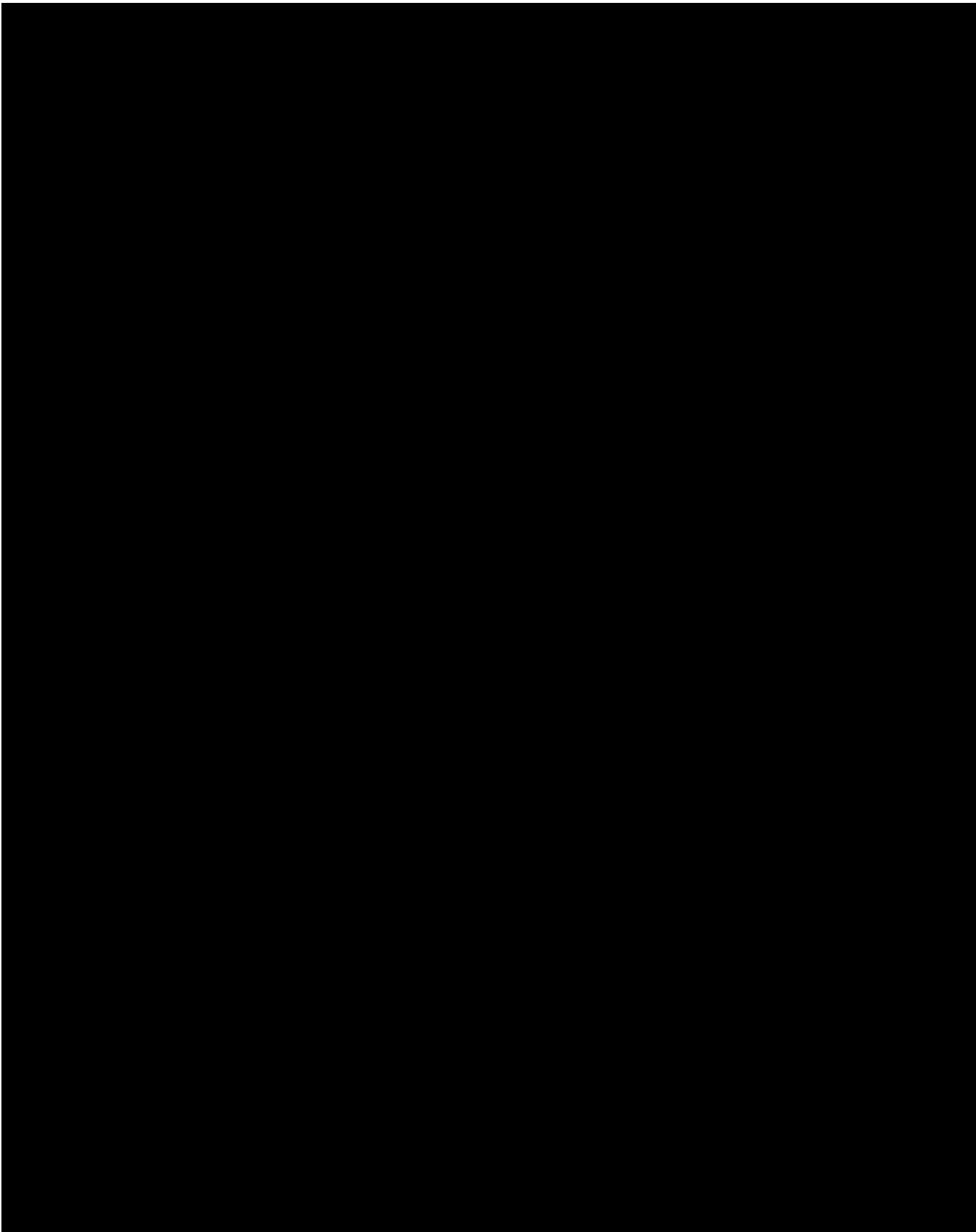


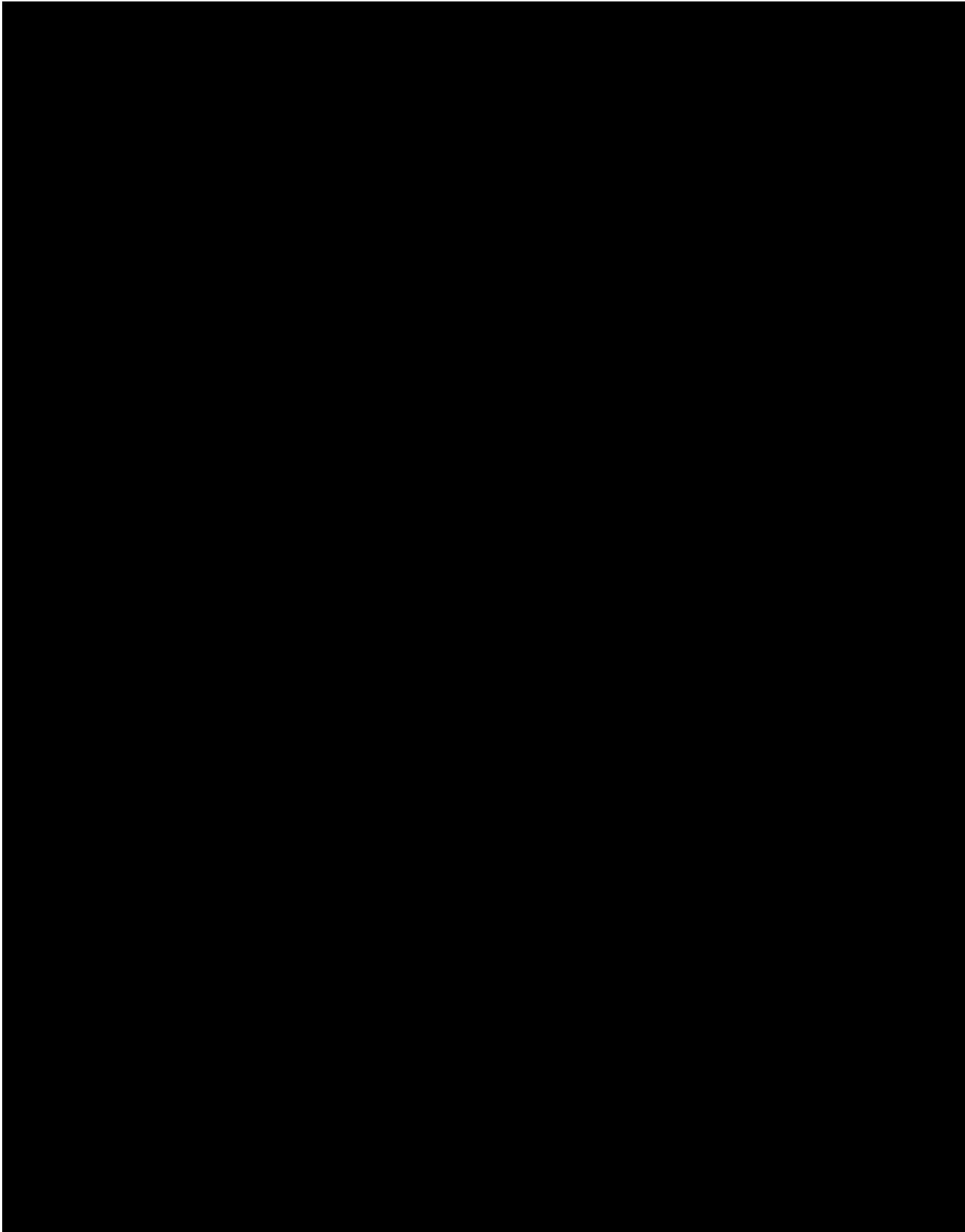


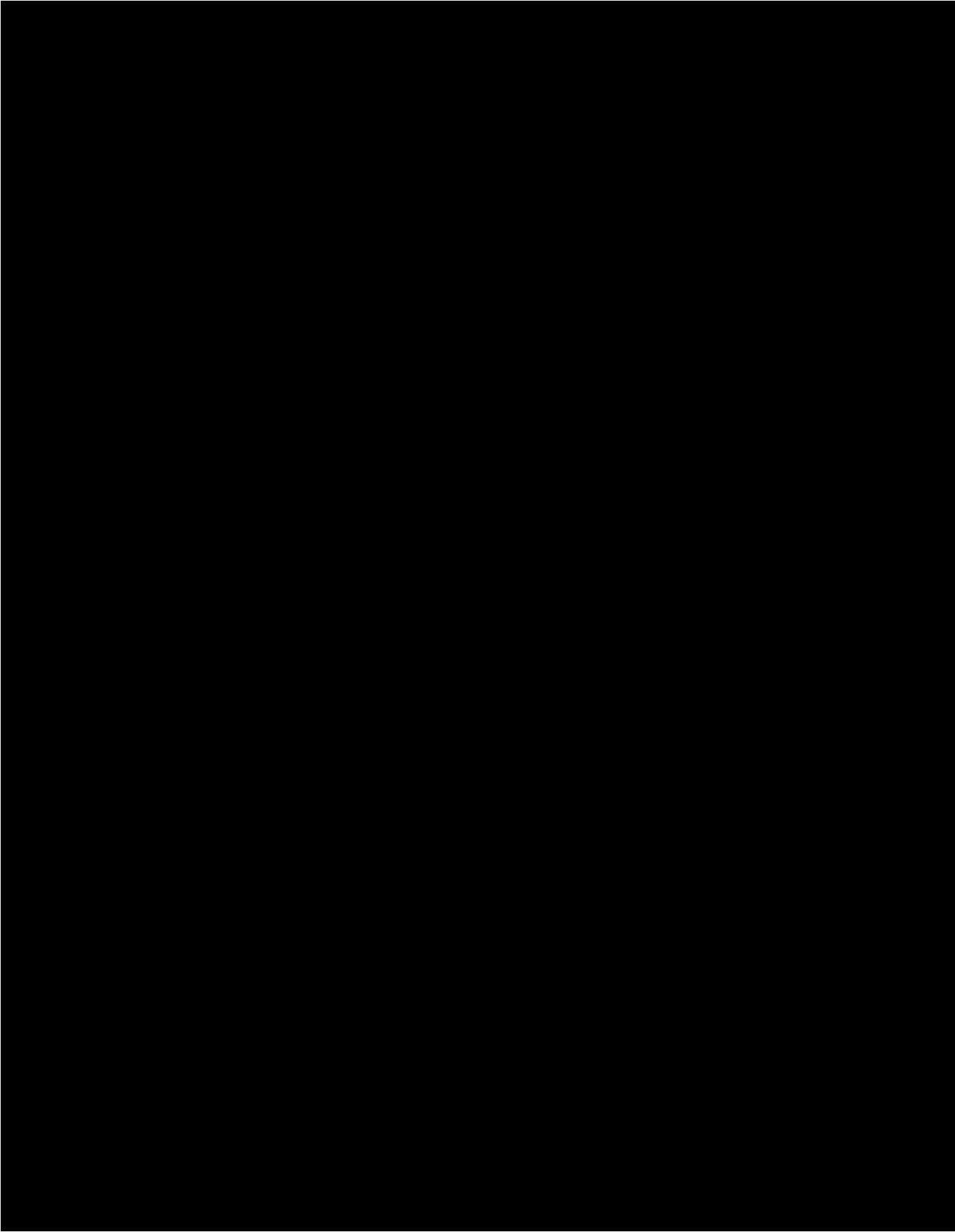
Section 2.8: Operations Plan

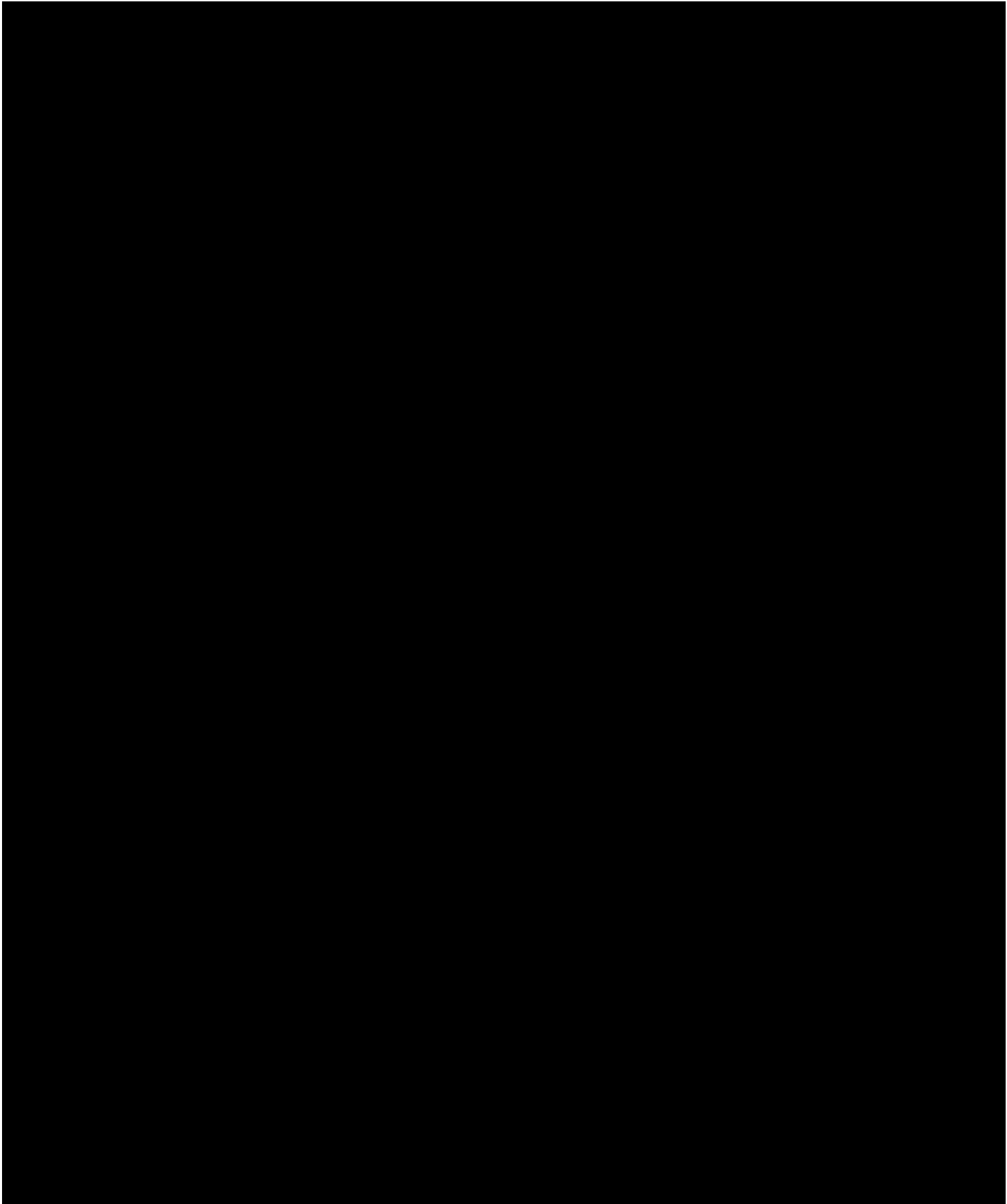


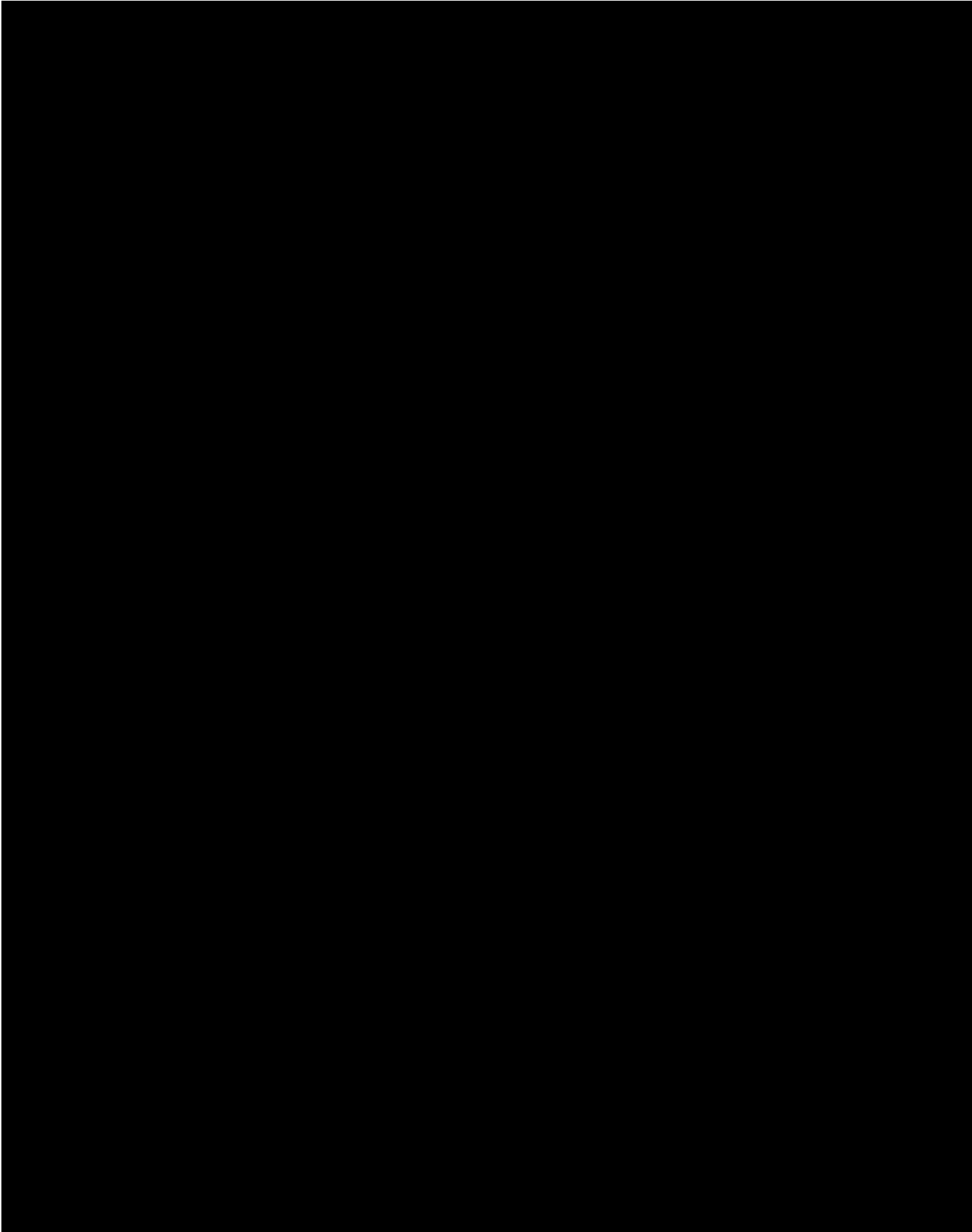


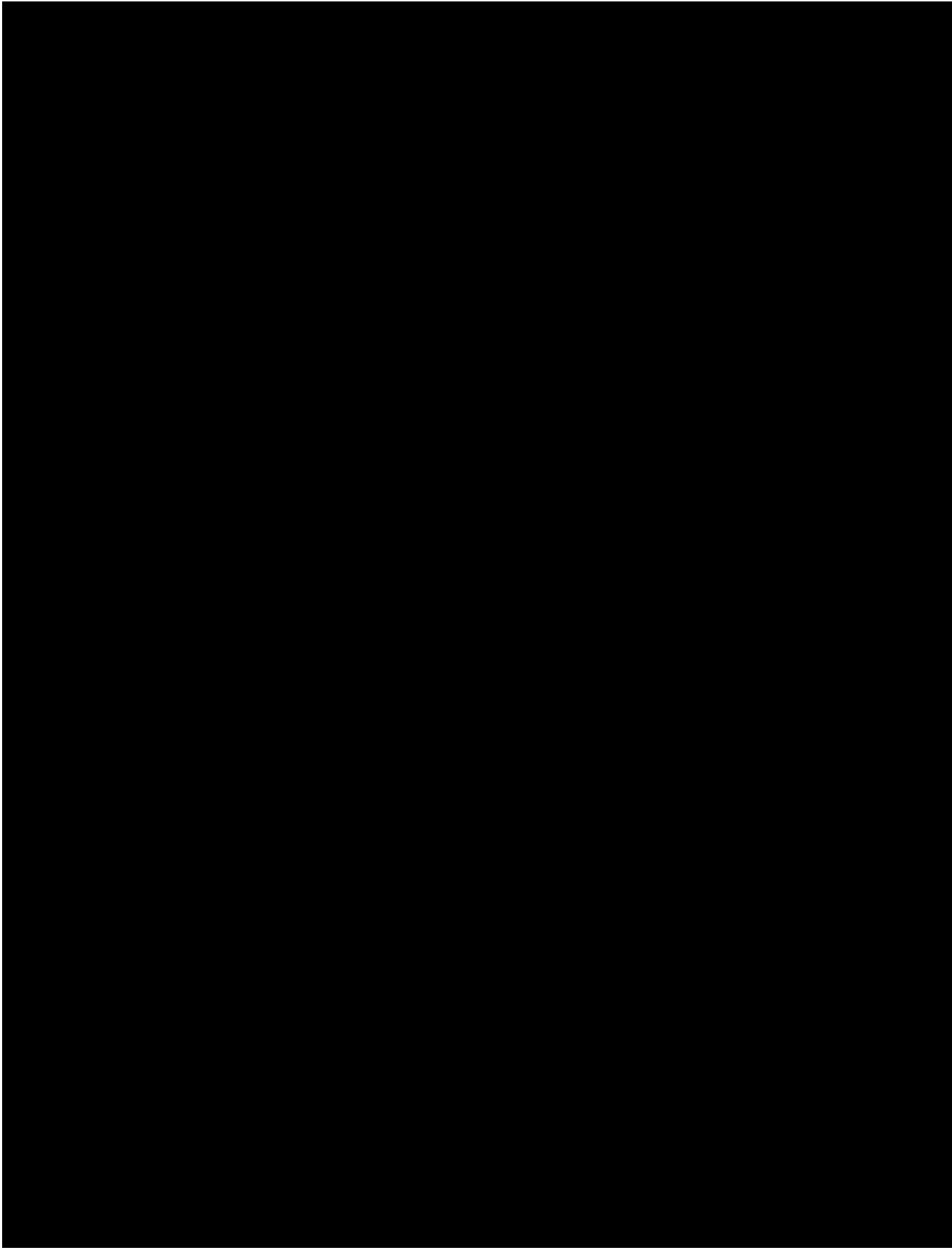


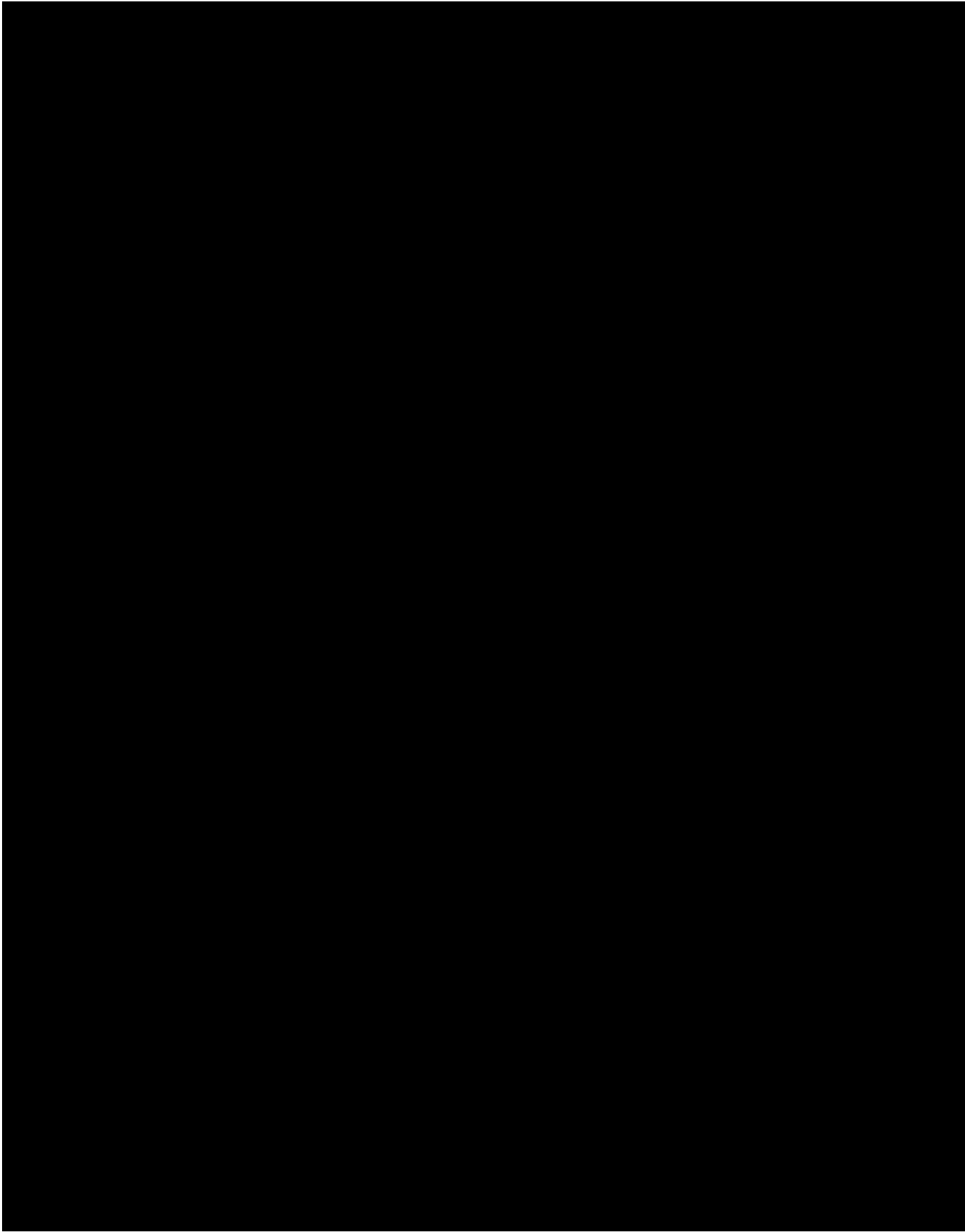


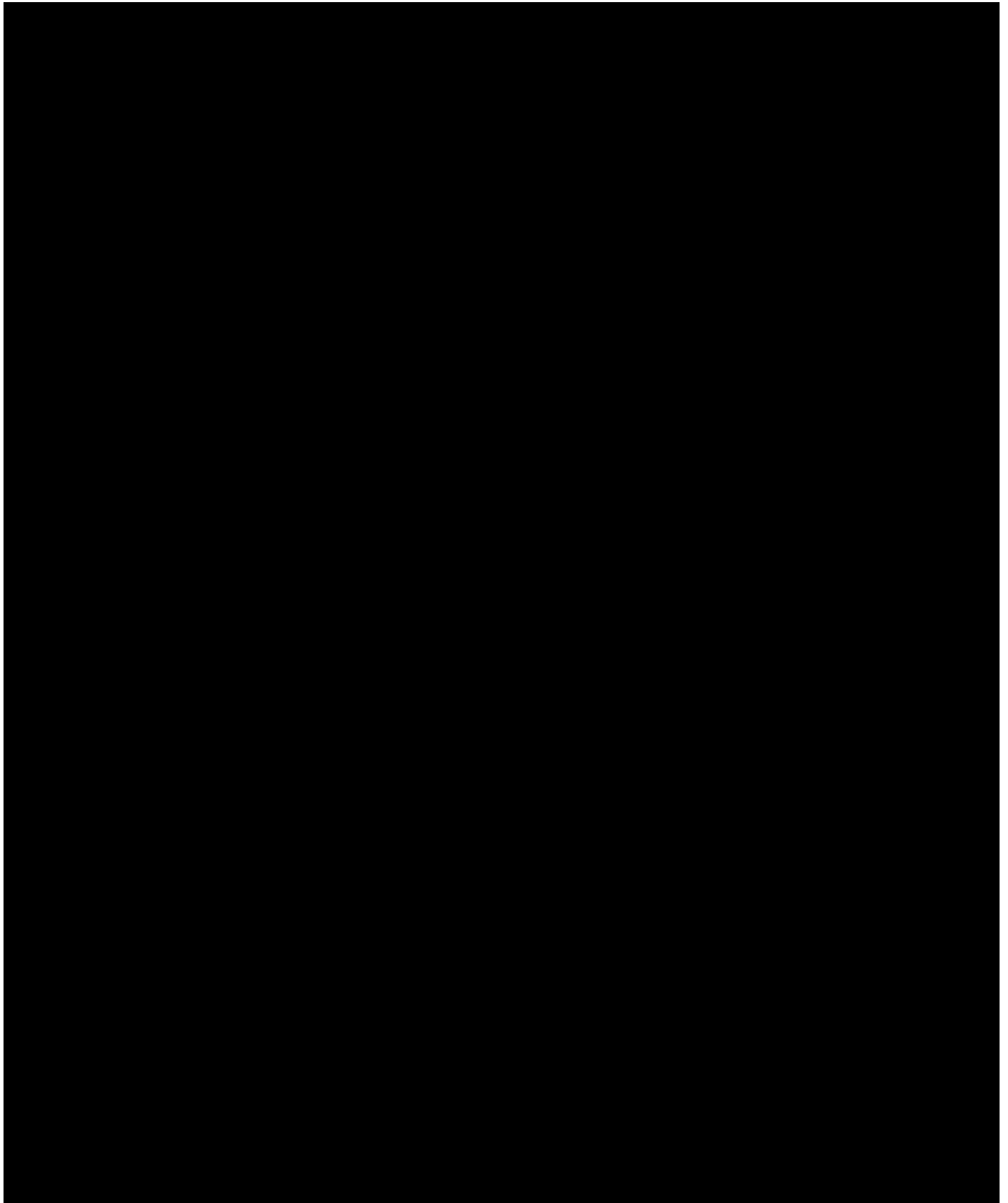


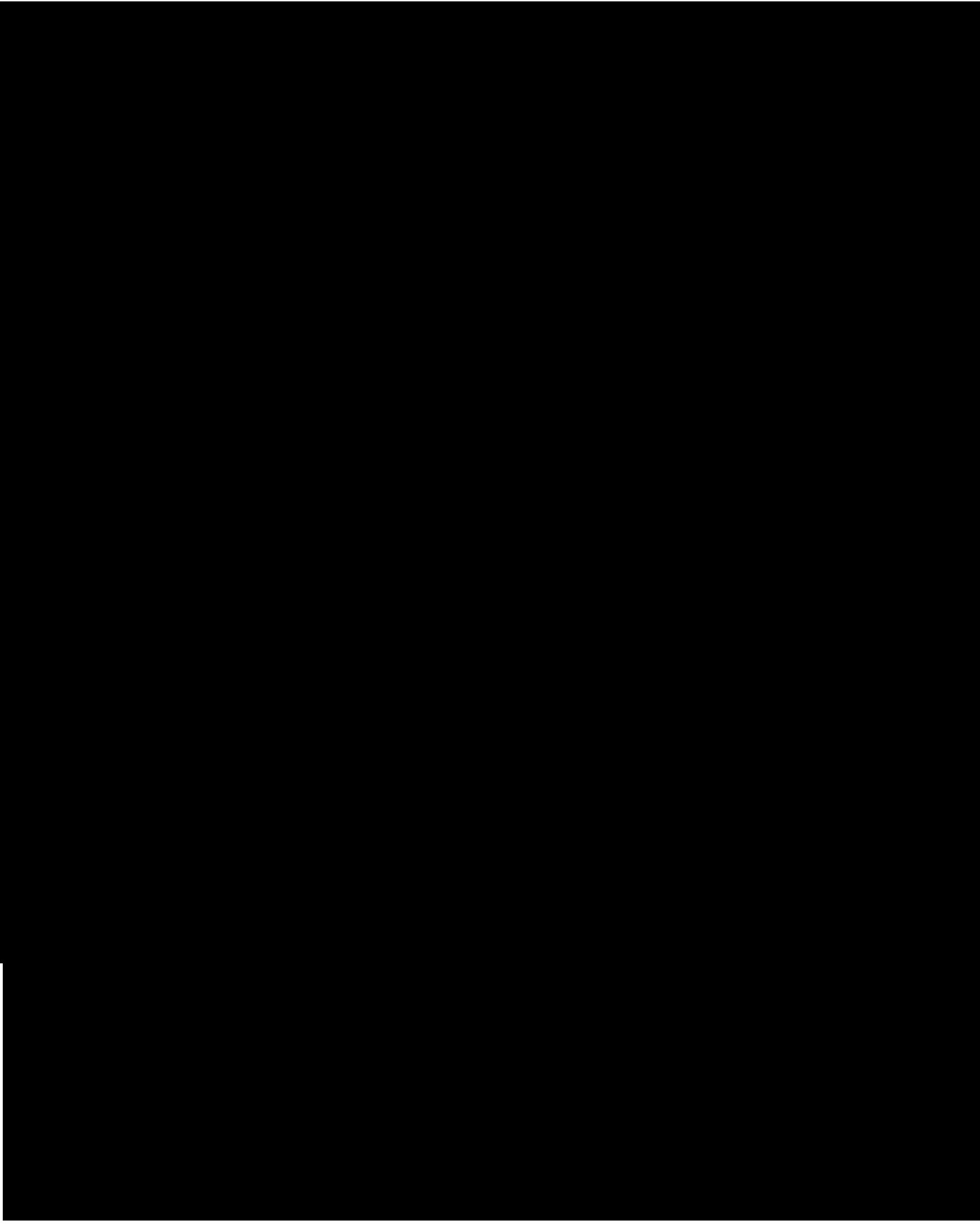


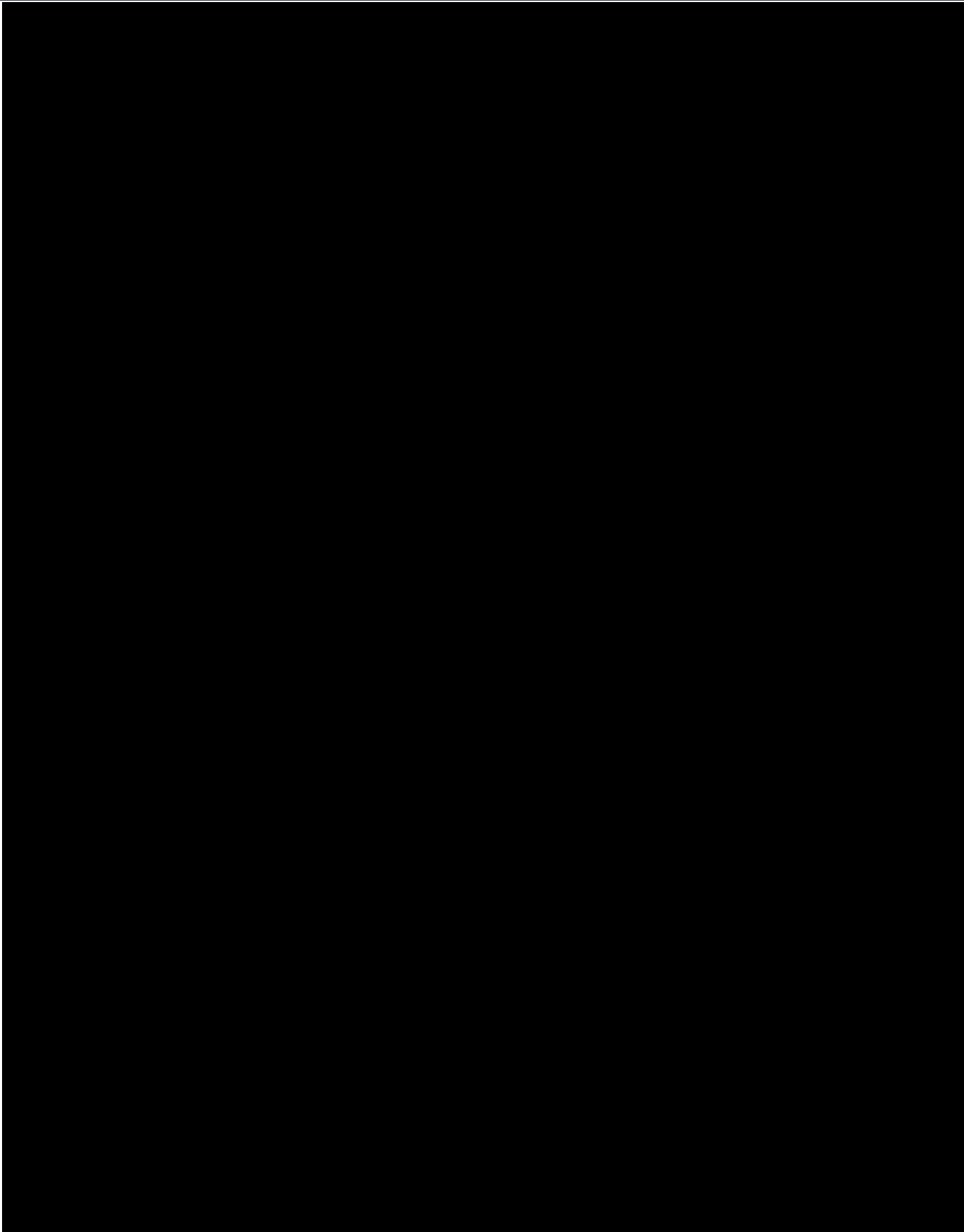


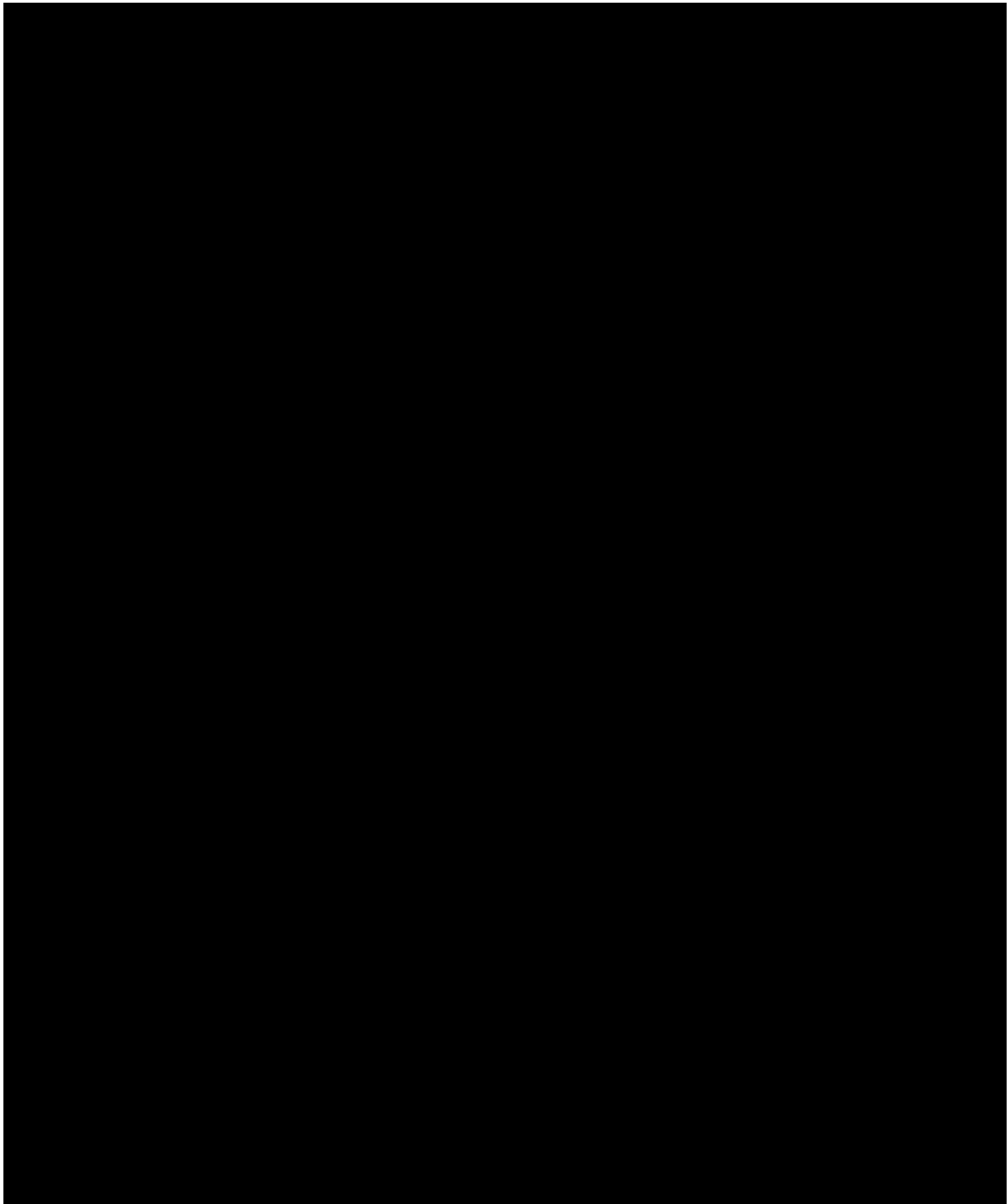






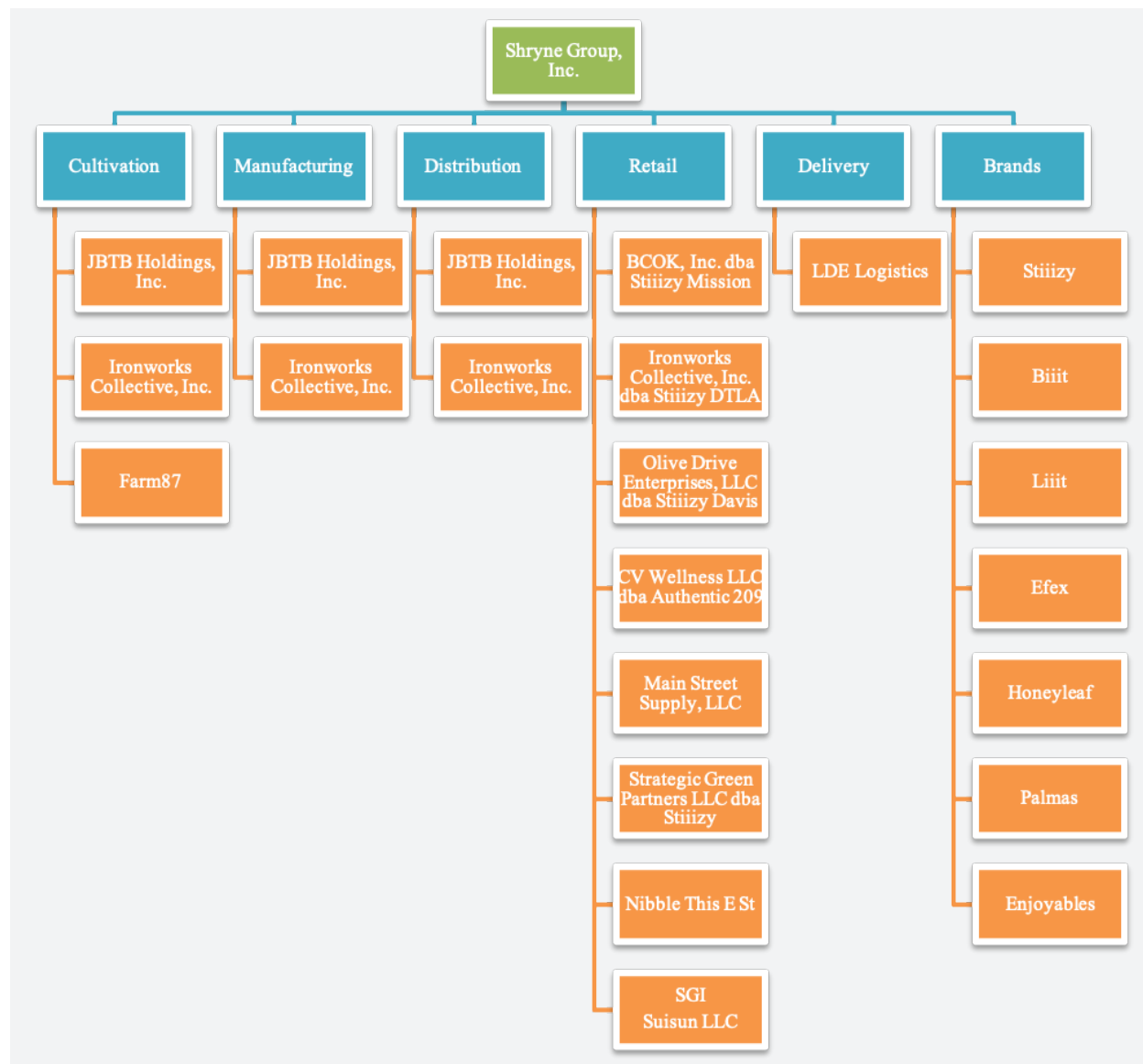






Section 2.9: Qualifications of Applicant

The applicant, SGI Suisun LLC d/b/a Authentic 707, is a 100% owned subsidiary of Shryne Group Inc., one of the only truly fully vertically integrated cannabis companies based in California. Shryne is the parent entity and 100% owner of various other cannabis retail, manufacturing, cultivation, distribution, real estate and IP assets. See example below for a partial illustration of our organizational structure:



As mentioned in the Cover Letter, Shryne currently operates six retail, three cultivation, two manufacturing and two distribution operations in California with 13 more licenses currently under construction.



The success of Shryne’s seven retail stores in Downtown Los Angeles, Mission District San Francisco, Davis, Modesto, Palm Desert, San Bernardino, and Alameda¹⁷ reflect Shryne’s rise as the preeminent cannabis dispensary operator in California. In these highly competitive and highly regulated jurisdictions, our retail stores are on pace to have annual revenues in excess of \$8,500,000, which is more than five times the annual revenue of the average dispensary in California according to data from the California Department of Tax and Fee Administration. **Most incredibly, while most cannabis dispensaries continue to lose money and go out of business¹⁸, Shryne is on track to generate \$227,000,000 in revenue and \$78,000,000 in EBITDA for 2020¹⁹.**

Shryne’s extraordinary track record of success can be attributed to the following:

1. EXPERIENCED LEADERSHIP

¹⁷ Shryne owns 49% of the interest of the Alameda store but operates and manages the store for the 51% owner.

¹⁸ <https://www.cnbc.com/2019/03/28/medmens-financial-troubles-are-a-warning-for-the-marijuana-industry.html>
<https://mjbizdaily.com/profits-are-a-rarity-californias-new-regulated-marijuana-market-six-months-in/>

¹⁹ These figures are based on revenue and EBITDA of Shryne for trailing three months of November, December and January.

The co-founders Brian Mitchell and James Kim together have 18 years of experience in different aspects of the cannabis business which are essential to the success of the business. Together they have also built an invaluable team around them from within the cannabis industry and from other industries such as finance, legal, compliance, and beverages to build the number one cannabis retail company in California.



Brian Mitchell,
Co-Founder and CEO

Solano County local, Brian Mitchell has dedicated the last 12 years to cultivating, manufacturing and selling the purest, safest and highest quality products for medical patients, sufferers of physical ailments and recreational cannabis users. Prior to becoming the CEO of Shryne, Brian founded and operated numerous companies, including Northstar Equities, a capital investment firm which focused on early stage investments with companies in the aerospace, defense, construction and technology sectors. Spurred by his experience with medical cannabis when Brian had cancer, Brian has also founded and operated companies in each of the cannabis verticals, including a 160 acre cannabis cultivation in Humboldt County, Honeyleaf – a high end cannabis brand for cannabis connoisseurs, and La Corona Wellness Center²⁰ – one of the first licensed adult use cannabis dispensaries in San Francisco which opened in March 2018²¹. His 15 years of experience founding and operating companies and his 12 years founding, operating and overseeing the growth of cannabis companies in the cultivation, manufacturing and retail verticals puts Brian in the optimal position to lead Authentic 707’s retail operations.




Can Cannabis Help Redefine Capitalism?



“Conscious Capitalism” supports the idea of big business making a positive impact on the world and the well-being of the consumer. It pushes business aspirations to a higher purpose by creating financial, social, cultural and ecological benefits for all stakeholders -- a much more fitting economic model for the free-spirited cannabis industry than hardline capitalism.

Brian Mitchell,
Co-Founder and CEO

²⁰ The name was recently changed to Stiiizy Mission.

²¹ These assets are now owned by the Shryne Group.



James Kim,
Co-Founder and Managing Director

An army veteran, James discovered the benefits of cannabis eight years ago after serving a 13-month tour in Iraq with the 101st Airborne Division. Having witnessed other fellow veterans becoming addicted to alcohol and opioids while battling PTSD from their deployment, James was determined to overcome his PTSD without becoming addicted to drugs or alcohol and to introduce others suffering from physical or mental trauma to the healing effects of marijuana. James devoted six months of his life to researching the benefits of cannabis after his tour ended and cannabis helped him safely overcome his PTSD. James went on to found Stiiizy – a cannabis vape pen, Liit – flower and pre-rolls, Biiit – cannabis-infused gummies and other cannabis brands in 2016. Since then, these brands have developed an avid following in California and are sold in 70% of retail dispensaries across the state. At Shryne, James continues to build brand recognition and a loyal customer base with loyal fans lining up at our dispensary grand openings. No other cannabis retail store has its own product line which comes close to driving product loyalists to their retail stores quite like ours. James has also managed numerous dispensaries including Ironworks Collective in Marina Del Rey and 1212 Broadway Medical Center Inc. and 10 Spot Collective in Santa Ana and learned every aspect of the cannabis retail business as a cashier/janitor/manager of these stores. Through his hands-on experience, James has created the most effective and comprehensive Standard Operating Procedures which exceed state and local requirements. James’s unique knowledge of retail operations and product development puts him in a prime situation to understand how to maximize sales through curating products geared towards each store and its community. James is frequently featured on Forbes, Green Entrepreneur, and Green Market Report as an expert in cannabis retail branding.



Forbes
Five Succinct
Questions
with James Kim



Andrew Hopkins,
Director of Compliance

Andrew Hopkins has over a decade of regulatory compliance experience in the food and agricultural industries with companies such as Dole Food Company, Monsanto (Bayer) and FTD Companies. With a Bachelor of Science degree in Logistics and Supply Chain Management and a Customs Broker License from the US Customs and Border, Andrew is an expert in building legally compliant infrastructures and Standard Operating Procedures for consumer facing companies. Together with John Malone and our outside attorneys, Andrew has created over 60 Standard Operating Procedures for our retail operations, including age verification and check-in, package labeling, daily sales limits,

and inventory control. Andrew and the compliance team stay ahead of changing state and local cannabis requirements and perform internal audits at least once a month to ensure 100% compliance of all our operations.



Marshall Minor,
Chief Financial Officer

Marshall Minor is a seasoned financial expert in the cannabis industry. He and his 12-person team of accountants and financial analysts oversee all financial aspects of Shryne and our retail, cultivation, distribution, and manufacturing operations. Aspects like accounting, financial planning and analysis, internal audits, payroll, accounts payables, and tax reporting and payments on the federal, state and local levels all fall under his purview. With over 20 years in investment banking and corporate finance with companies such as Salomon Smith Barney and MGM Resorts. Marshall is an expert in navigating cash management policies, financial reporting requirements and other industry specific requirements associated with highly regulated industries. Prior to joining Shryne, Marshall was the CFO for Aether Gardens, a cannabis cultivation and extraction company, where he became an expert on cannabis financial reporting and accounting, including 26 U.S. Code Section 280E which prohibits deductions of ordinary business expenses from gross income derived from marijuana. With Marshall’s expertise, Shryne remains one of the few cannabis retailers to generate profits while abiding with all city, state, and federal tax requirements.

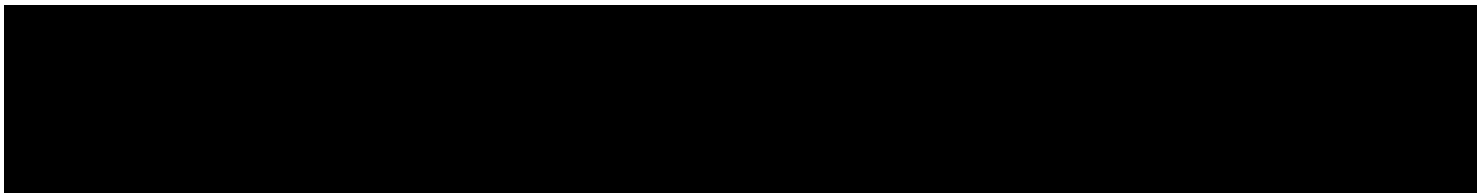


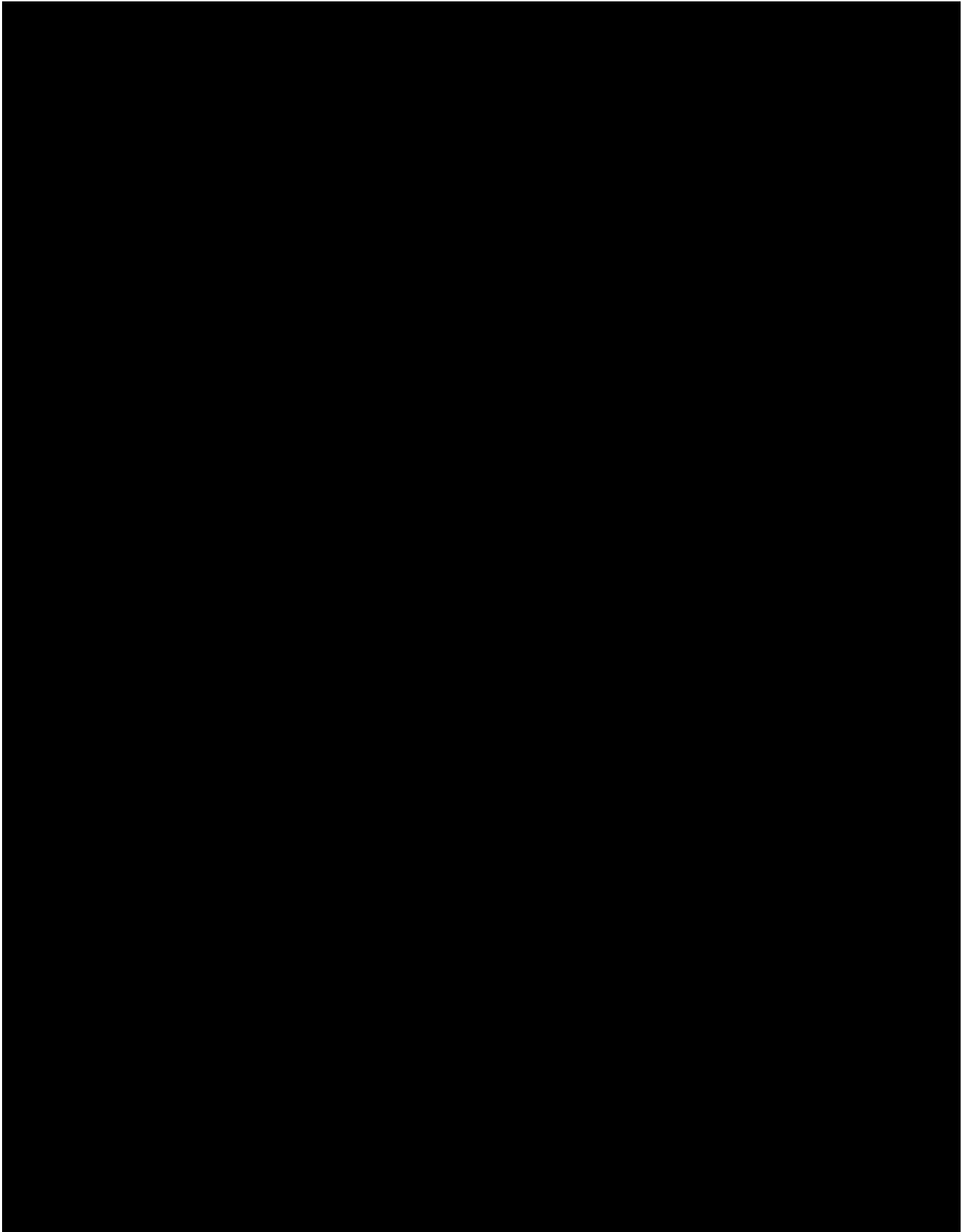
John Malone,
General Counsel

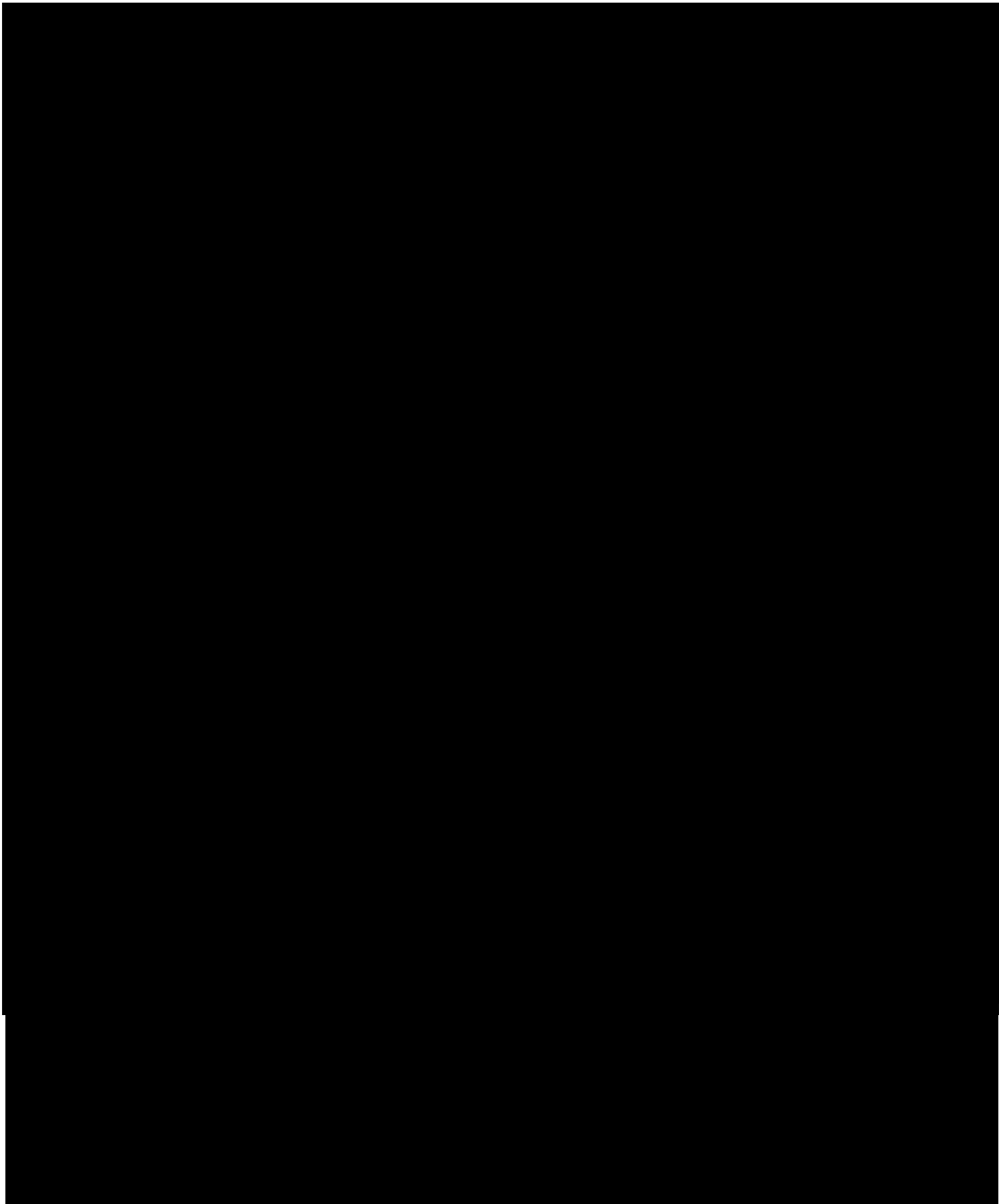
John Malone brings extensive experience in corporate governance and cannabis law. He has counseled both businesses and government agencies on cannabis regulations, and is considered one of the foremost experts in this field. As the lead outside cannabis and corporate counsel at Arent Fox, LLP, John advised several pioneering cannabis startups, helping them with strategic planning in the context of complex regulatory frameworks. John also brings experience from other highly regulated industries, including hospitality, healthcare and technology.

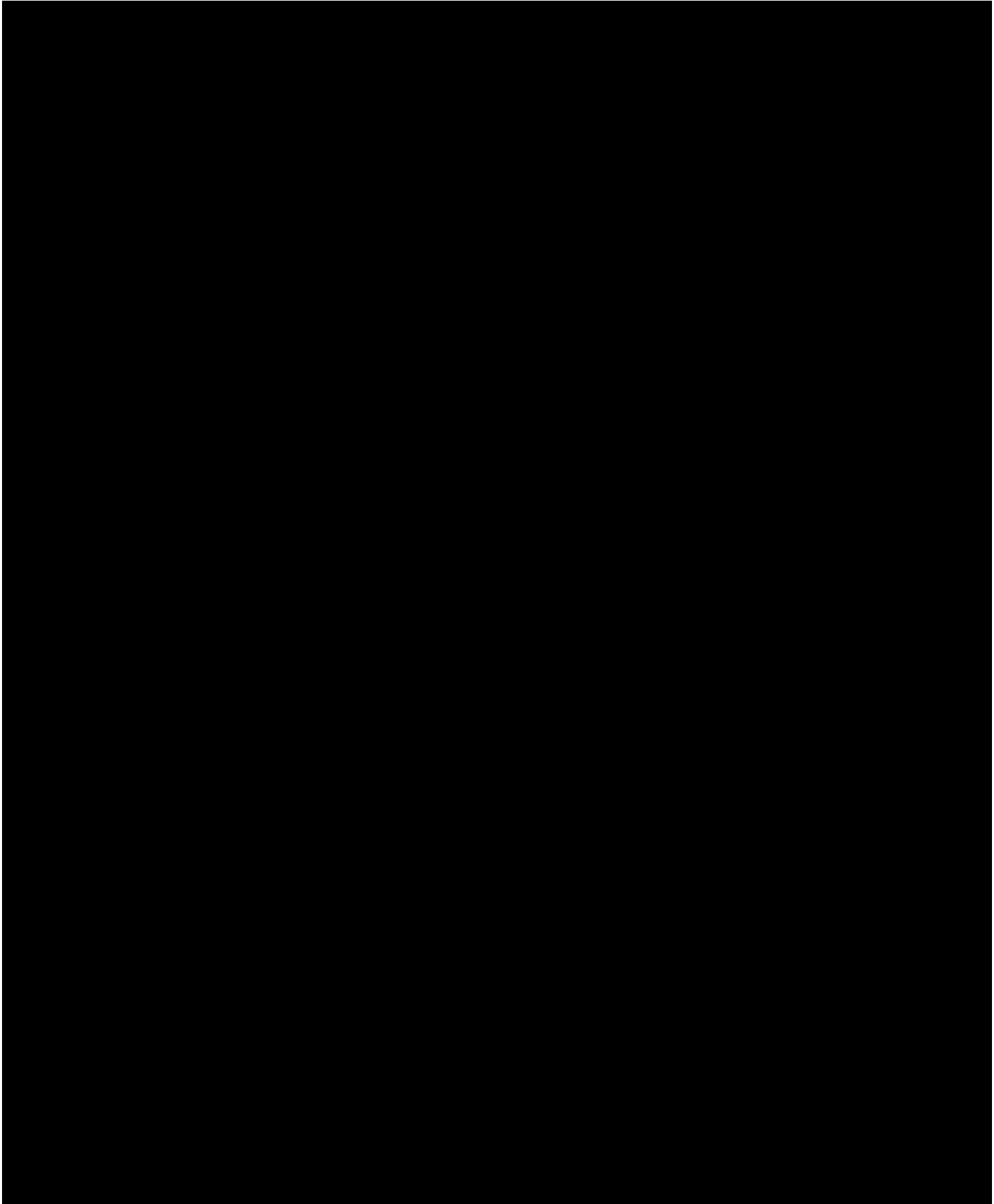
2. VERTICAL INTEGRATION

Shryne is one of the only truly vertically integrated cannabis companies in California. While other cannabis retailers may also claim to be vertically integrated, Shryne is the only California retailer which carries a majority of products which are cultivated and manufactured in-house. This vertical integration is the key to our success for three reasons:









3. RECIPE FOR SUCCESS

Our diverse leaders with years of cannabis, compliance, legal, retail and financial backgrounds, our vertical integration which allows us to provide high quality, safe and competitively priced products, and our robust compliance and SOP systems are our recipe for success. This recipe has led to the following recognitions and accolades:

California Cannabis Awards 2019 Brand of the Year

no. 1

Hottest Cannabis Brand According
to Pioneer Intelligence

\$78M

Annual EBITDA

27

Total Licenses

\$227M

Annual Revenue

A. LIST OF STATE AND LOCAL LICENSES

Shryne Group’s subsidiaries hold the following state and local licenses:

Business Name	Date	Location	License Permit Authority	Permit License Number
JBTB Holdings, Inc.	4/10/18	1031 98th Ave. Oakland, CA 94603	BCC	C11-0000586-LIC
JBTB Holdings, Inc.	5/15/19	1031 98th Ave. Oakland, CA 94603	CDPH	CDPH-10003198
BCOK, Inc. dba Stiiizy Mission	5/14/19	3326 Mission St. San Francisco, CA 94110	BCC	C10-0000053-LIC
Ironworks Collective, Inc. dba Stiiizy	12/10/18	718 E Commercial St. Los Angeles, CA 90012	BCC	C10-0000346-LIC
Ironworks Collective, Inc.	5/20/19	718 E Commercial St. Los Angeles, CA 90012	CDPH	CDPH-10003246
Ironworks Collective, Inc.	12/14/18	718 E Commercial St. Los Angeles, CA 90012	BCC	C11-0000620-LIC
Olive Drive Enterprises, LLC dba Stiiizy Davis	12/5/18	965 Olive Dr. Suite G1 Davis, CA 95616	BCC	C10-0000112-LIC
Strategic Green Partners LLC dba Palm Desert	12/19/18	72180 Highway 111 Palm Desert, CA 92260	BCC	C10-0000275-LIC
CV Wellness, LLC dba Stiiizy Modesto	7/17/19	426 McHenry Ave. Modesto, CA 95350	BCC	C10-0000448-LIC
Farm 87 dba Briceland Farms	4/8/19	1550 Old Summerville Creek Rd. Unincorporated, CA 95542	CDFA	PAL18-0000577
Main Street Supply	9/24/19	1528 Webster St. Alameda, CA 94501	BCC	C10-0000623-LIC
Screaming Eagle	12/06/2019	5434 Mission Blvd., Jurupa Valley, CA 92509	BCC	C10-0000661-LIC
Nibble This Inland LLC	2/17/2020	506 Inland Center, San Bernardino, CA 92408	BCC	C12-0000150-LIC
SGI Ducommun LLC	12/19/2019	706 Ducommun St Los Angeles, CA 90012	CDFA	CCL19-0005368
LDE Logistics	7/1/2019	1031 98th Ave. Oakland, CA 94603	BCC	C11-0000601-LIC
LDE Logistics	7/1/2019	1031 98th Ave. Oakland, CA 94603	CDFA	CCL18-0000214

Additionally, Shryne Group has received city approval for two retail stores in San Francisco through partnerships with Social Equity Applicants, a retail store in Benicia, a retail store in Contra Costa County, a retail store in Riverside County, three retail stores in Los Angeles through partnerships with Social Equity Applicants, a cultivation operation in Lompoc and a cultivation in Los Angeles which are pending state approval.

B. ADMINISTRATIVE OR CIVIL JUDGEMENTS

Shryne Group and its subsidiaries have had **ZERO** administrative or civil judgments against it for violation of labor standards.

C. SUSPENSION OR REVOCATION

Shryne Group and its subsidiaries have had **ZERO** instances of suspension or revocation of any state or local cannabis licenses.

D. SANCTIONS FOR UNLICENSED ACTIVITIES

Shryne Group and its subsidiaries have had **ZERO** instances of sanctions for unpermitted cannabis activity.

E. ADDITIONAL QUALIFICATIONS OR LICENSES PROVIDED BY AUTHENTIC 707

The fact that Authentic 707's parent entity operates existing retail stores throughout California will prime Authentic 707 to foresee and satisfy the needs of the different customers in Suisun City. One example is that while smaller operators will need months to build relationships and vet manufacturers and cultivators to be able to source safe and effective products, Authentic 707 will have the benefit of the relationships with 60 different vendors that Shryne already has through its existing stores. Together, with the in-house products, Authentic 707 will be able to offer its customers over 330 SKUs from the moment it opens. Additionally, since Shryne has already constructed and overseen the openings of six other stores, Authentic 707 will be able to expeditiously complete its tenant improvements, installation of security systems and point of sale systems and all other systems required for a cannabis retail store to operate. Shryne's experience operating from compliance, payment of taxes, inventory management, security, etc., will all give Authentic 707 an advantage compared to other Suisun City Applicants with less experience. Finally, Shryne is not subject to any administrative or civil order and has never had any license suspended or revoked or been the subject of any sanctions for unpermitted cannabis activity.

Section 2.10: Site Control

Please see Exhibit H for the Purchase Sale Agreement with Gary Walker, current owner of 521 Railroad Ave.

As can be seen in the agreement, the property will be purchased by HMC Properties, LLC, which is a 100% subsidiary of Shryne Group, Inc. An internal lease agreement has been drafted between SGI Suisun LLC dba Authentic 707 and HMC Properties, LLC, for accounting purposes.

Section 2.11: Neighborhood Compatibility - Good Neighbor Policy

Authentic 707 is mindful of how important it is for a cannabis business to not only be a good community member but also a great neighbor to the residents and businesses in the communities we serve. Additionally, in undertaking a change of use project, we understand the importance of protecting established neighborhoods and their distinctive characteristics. We have structured our overall business model and design concept around meeting the unique needs of the Suisun City community. In creating our Neighborhood Plan, our first step was to meet with city leaders such as the Council Members, the City Manager, and the Senior Planner. We also met with local organizations like the Fairfield-Suisun Chamber of Commerce and Community Action North Bay. All of these meetings have helped us determine the best way to go about reaching out to our neighbors. We hope that you will view Authentic 707 as an appealing addition to Suisun City's CSF Zone, as we strive to maintain excellent relationships within the community in general and this neighborhood in particular. The following Neighborhood Compatibility Plan further addresses certain factors we believe will contribute to successful and harmonious neighborhood relations.

A. AVOIDING NUISANCE AND OTHER NEGATIVE IMPACTS

Through a diligent community-centric approach to facility design and operations management, Authentic 707 will ensure our store will not become a nuisance to our neighbors nor negatively impact the neighborhood in any way. To the contrary, we intend to become an upstanding, interactive business with a positive impact on the neighborhood. Through our neighborhood outreach described below, we understand that the neighborhood is concerned with crime, traffic, noise, offensive odors, loitering, and homeless. As described below, we will take every measure possible to not only prevent exacerbating issues, but work to mitigate them.

To uphold our standing within our immediate community, Authentic 707 has created a “Good Neighbor Policy”, as can be seen in Exhibit J. Copies of policy statements shall be given to first time customers. Should patrons disobey any of the rules after receiving copies of our policy statement, they will be barred from our stores.

In general, education is an Authentic 707 core value. Our comprehensive public education plan is designed to promote public health and safety and prevent misuse and abuse of cannabis in the community. In addition to the events and programs outlined in our Community Benefits Plan, we will continually work towards positive and proactive neighbor relations by participating in local neighborhood watch groups, city council meetings, police department meetings, fire department meetings, and the City’s department staff meetings to review neighborhood issues associated with operations and address the unique concerns raised by cannabis businesses. Local government leaders, including the city council, and police and fire chiefs, will be invited to tour the facility as our visitors. Authentic 707 will fully cooperate in any and all inspections and investigations conducted by regulators and law enforcement. Further, we will invite local law enforcement to participate in our security training program. We recognize it is only by working together that we can ensure the needs of the community are met as we create innovative shopping experiences for everyone to enjoy. We will ensure neighborhood issues are resolved in the least amount of time and with the least amount of inconvenience to our neighbors and community members. All complaints will have a formal follow-up by letter and ongoing correspondence to the concerned parties as to either the solution to the concern or ways to prevent or mitigate unfavorable outcomes from happening. For more information on interaction and initiatives that we believe will positively impact our neighbors, please see Section 2.12 for our Community Benefits Plan.

B. MANAGING SITE AND SURROUNDING AREAS

We emphasize our comprehensive policy in regard to loitering and consumption of product on or around the premises. On-site security guards monitoring the site during operating hours will ensure that no one “hangs out” on or around the premise or neighboring properties. We will maintain a NO LOITERING within a 20-foot distance policy. In an effort to deter loitering and criminal activity during and after hours of operation, the exterior areas including, but not limited to, the perimeter of the premises and the parking lot, shall be well illuminated while keeping in mind disturbances to our property neighbors. Tree canopies shall not interfere with or block lighting in order to prevent shadows and areas of concealment. Landscaping shall allow for proper illumination and visibility regarding lighting and surveillance cameras through the maturity of trees and shrubs. Authentic 707 will install light motion detectors along the perimeter of the facility and within restricted access areas. These light motion detectors will assist in deterring unauthorized individuals from loitering or entering into areas that are restricted access.

Authentic 707 will promote responsible consumption guidelines to prevent cannabis misuse, distribution to minors, diversion to illegal markets, impaired driving and other community health consequences associated with cannabis use. Employees will receive substance abuse prevention training prior to employment, including providing treatment resource materials to consumers and caregivers when appropriate. First time consumers will receive additional safety information that includes clear instructions for when, where and how to administer each form of cannabis in the safest way possible. Consumers will be advised to store cannabis in a locking bag, box or cabinet, within its original packaging and out of reach of pets and children. Consumption of cannabis or cannabis products on or around the premise or neighboring properties is strictly prohibited, which will also assist in the mitigation of crowds forming or staying for an extended period of time. Additionally, no smoking of any kind will be allowed in the vicinity of the facility. The sale, smoking or consumption of tobacco products and alcoholic beverages is also prohibited. The staff shall prohibit any person in possession of an alcoholic beverage from entering or remaining on the premises. Staff members will be trained to identify intoxicated or impaired visitors. If a guest is determined to be intoxicated, security personnel will be notified and will make appropriate arrangements to remove the intoxicated guest from the facility - ensuring a safe mode of transportation and appropriate medical or law enforcement attention, as necessary. Among other things, our educational materials will warn against the dangers of driving while under the influence of cannabis.



C. NEIGHBORHOOD OUTREACH

Community support and involvement are integral components of Authentic 707’s company values and business. We have numerous locations across the State, in which we actively and continuously support local community groups, nonprofits, and residents. Before finalizing a new facility, Shryne Group actively engages residents and community members to assess their awareness of our project and industry, the needs of the community, and how best we can support the area and neighbors.

There are 36 properties that are within a 600’ radius of 521 Railroad Ave. The adjacent properties are all large properties, and beyond that is residential. The major benefit of the selection of our location is that a majority of properties that surround us are commercial and on large plots of land. These commercial buildings are mainly storage facilities or flex buildings. On Friday, February 7th between 10 am - 1 pm, we went door to door of the neighbors within 600’ of the facility and handed out our Good Neighbor Policy and information about our company, see Exhibit I.

i. Commercial Neighbors

Of all the businesses that were open during the timeframe (all but two), all were pleasantly surprised to hear of our potential operations at 521 Railroad Ave. Several looked forward to becoming our customers. Of the commercial neighbors, including the Property Manager of the Breezewood Apartments, none had concerns or misgivings about us coming to the area. Business cards of the individuals we met with can be found in Exhibit J. We respectfully request that their information be redacted from Public View in order to preserve their privacy.

ii. Residential Neighbors

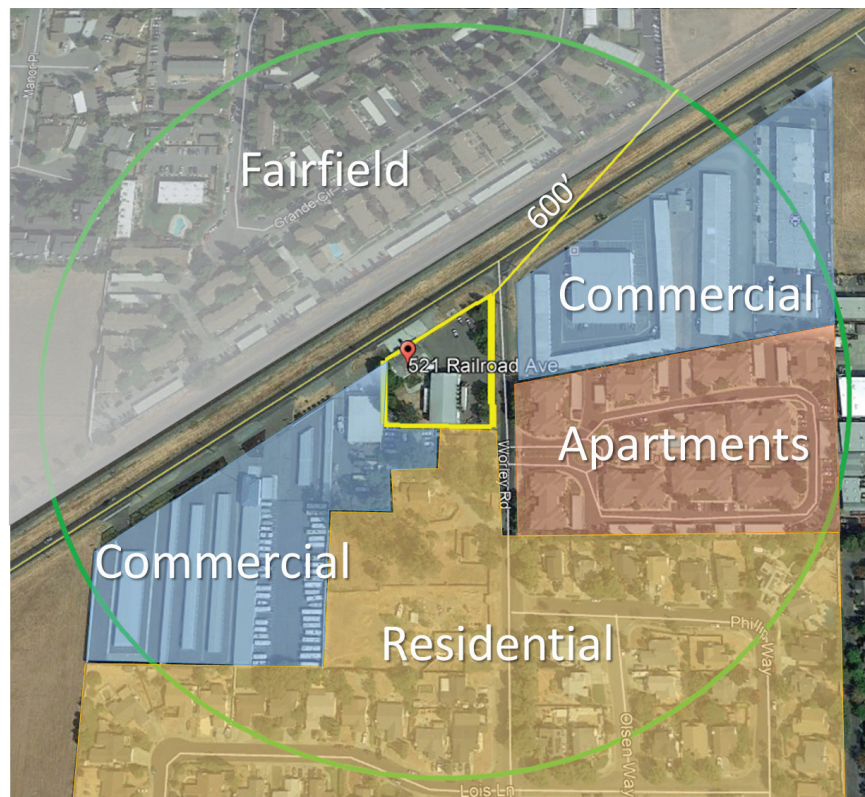
Continuing on from the positive feedback we received from business owners, we went door to door of the residential homes that were within 600' of our proposed properties. Of those 30 homes, only three were not supportive of cannabis in general coming to the area. All three residents were very polite. One was an older veteran that stated that there are enough recreational dispensaries.

There were additional homes that had "No Solicitor" signs, and so we left our information on the door or by the doormat.

One house is for sale, but the realtor was there and we gave her the information.

Some houses had Ring Cameras and so if they didn't answer the door, we left a message through the camera and left the reading materials for them when they got back.

In general, the remaining neighbors we were able to speak with were also pleasantly surprised of the possibility of us coming to the area. And once again, a few said they would be our customers.



Section 2.12: Community Benefits

A. SUISUN CITY PARTNERSHIPS

In Suisun City, we will continue our community outreach and contributions in the following ways.



Community Action North Bay²⁷

Community Action North Bay (CANB) of Suisun City/Fairfield was brought to our attention with the help of Councilmember Adams. Authentic 707 has contributed \$2,000.00 to CANB and we have pledged to contribute \$15,000 annually if we have the privilege of opening a store in Suisun City. Brian Mitchell and the Shryne Group are passionate about homelessness and we hope to provide monetary contributions, services and other types of contributions as we have done in other cities such as Los Angeles and Sacramento. We intend to provide more than just monetary contributions, CANB will be one of our authorized volunteer locations for our employees for paid volunteer hours. Attached as Exhibit K is a letter of support from CANB.



Food Bank of Contra Costa and Solano

We have had discussions with Mr. Joel Sjostrom, the President and CEO, of the Food Bank of Contra Costa and Solano. The Food Bank stores and distributes donated and purchased perishable and nonperishable food items. They serve low-income community areas and make food available for other nonprofit organizations serving the ill, needy, and children. Authentic 707 has donated \$3,500 to the Food Bank and we have pledged to contribute \$15,000 annually should we be selected as Suisun City's cannabis retail operator. Attached as Exhibit L is a letter of support from the Food Bank.

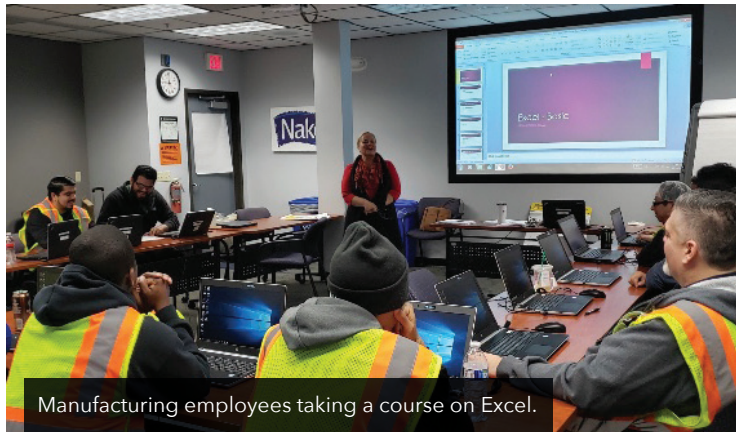


Solano Community College

We have had beginning discussions with Solano Community College's Dean of Applied Technology and Business, Dr. Lisa Neeley, in order to set up a similar partnership that we have with Los Angeles Trade Tech College. This partnership is for workforce development of our employees. Shryne and LA Trade Tech have an agreement for them to teach classes at all of Shryne's retail, manufacturing, distribution, and cultivation facilities. The classes will be held every two weeks and will be free of charge to the student employees. The program launched at our downtown Los Angeles store in January 2020 and classes slated to be taught in 2020 include:

²⁷ <http://canbinc.org/>

- Introduction to Business
- Microsoft Excel
- Creating PowerPoint Presentations
- Public Speaking
- Basics of Accounting
- Supply Chain Logistics
- Leadership
- Creating a Business Pitch Deck.



Manufacturing employees taking a course on Excel.

Classes will be 1-2 hours long and, upon completion, the employees will receive a certificate of completion from Los Angeles Trade Tech College. These graduates will be recommended for a promotion, a raise, or a position with our corporate headquarters. The workforce development course has been very popular at our Los Angeles store so far and we hope the Suisun City store employees can find similar benefits from these classes and

opportunity for personal and professional growth.



Kickoff Meeting for Los Angeles Scholarship Program

Additionally, Authentic 707 will grant up to three scholarships for employees or citizens of Suisun City to attend Solano Community College. The scholarships will pay for at least two years of coursework and will also involve mentoring from certain executives of Shryne Group. For those interested in the cannabis business, the mentoring program will involve paid participation in Shryne's own retail, manufacturing, distribution, and cultivation training programs and an opportunity to become an employee at those operations. This scholarship and

mentor program kicked off in December 2019 and three Los Angeles residents are currently taking courses towards a Retail Management Certificate of Achievement.

Local Vendors

To ensure that our presence contributes to the local economy, in addition to hiring locally, we also make every attempt to hire and purchase from local vendors and service providers. So far we have committed to engage local business Coastal Construction to be our general contractor for the buildout and construction of our store. Coastal Construction has also committed to hiring a majority of its subcontractors from within Suisun City. A copy of the LOI is attached as Exhibit M. If we are awarded the retail license, Authentic 707 will also hire local janitorial services, IT solutions, and other local businesses as we have done at all our other locations.

B. HISTORY OF COMMUNITY PARTNERSHIPS

The Shryne Group and our founders have a long history of giving back to the communities in which we operate.

Homelessness

Our CEO and co-founder Brian Mitchell has utilized his own business successes to benefit the homeless throughout California. In 2018 - 2019, Brian opened a 20,000 square foot temporary homeless shelter on Railroad Drive in Sacramento which provided over 200 people a day with food and shelter.²⁸ With the help of volunteer organizations such as Volunteer for America, Brian's shelter acted as an essential resource to the homeless population in Sacramento as it built out its own permanent shelter.



The Shryne Group also partners with PATH (People Assisting the Homeless) an organization which provides long term and short-term emergency housing assistance to homeless individuals. In December 2019 alone, the Shryne Group and its employees contributed \$2,500 to PATH and contributed 455 pounds of food to families in need across the state of California.

²⁸ <https://www.sacbee.com/news/local/news-columns-blogs/city-beat/article205530999.html>



Shryne's LA employees stock food for the food drive.

During the 2019 holiday season, Shryne Group also sponsored industry event, Skidrow Christmas with a \$5,000 donation. All sponsorship donations went directly to the creation of "survival kits" that included sleeping bags, lanterns, blankets, tarps, and more for those living in Los Angeles's, Skid Row neighborhood.

Veterans' Causes

As an army veteran with the 101st Airborne Division, co-founder James Kim is passionate about veterans' issues. In addition to providing veterans 10% discount at all our stores daily, we regularly sponsor veterans' appreciation campaigns throughout the year. For example, to pay our respects to commemorate Veterans Day, Shryne released a special edition camouflage battery on Veterans Day 2019. 20% of proceeds from the purchase of every camo battery went to support veterans in filing disability benefits claims to the Department of Veterans Affairs through Battle Brothers Foundation²⁹. During the month of November 2019, veterans also received a limited-edition hat (branded specifically for Veterans' Day) as a free gift with purchase of any product at our stores.

In 2019 alone, the Shryne Group also contributed time or money to the following organizations:

- Boys and Girls Club
- Battle For the Bay (Oakland bay cleanup)
- Stupid Cancer
- United Playaz (a San Francisco-based violence prevention and youth development organization)
- Food Share
- Second Harvest Food Bank
- Community Action North Bay
- Mission Language and Vocational School
- Fresno Economic Development Corp.
- Family Services Association
- Mission Economic Development Agency
- Santa's Village Fresno

Local Hire

Authentic 707 will hire at least 85% of its employees from within Suisun City. As we have in the City of San Francisco, Davis, Modesto, Alameda, Palm Desert, and Los Angeles, Authentic 707 will hold a job fair four weeks prior to opening which will be advertised on indeed.com and other job search websites. In addition to the job fair, Authentic 707 will also hold an open house three weeks prior to opening to give city officials, residents and business owners a chance to tour the facility and address any concerns they may have about our presence. If these two events do not result in at least 85% Suisun City, we will then coordinate with Suisun City's Economic Development program and local organizations to attract more local residents to apply for a position with Authentic 707.

²⁹ <https://battlebrothersfoundation.org/>

To date, our local job fair and open houses have resulted in our stores employing 80% - 90% residents of the city in which we operate. Not only does such local hiring benefit the local community, it also benefits our stores as residents tend to shop more frequently at establishments where they recognize the employees. We believe it is a win-win for everyone.



Drug Abuse Awareness Education

As noted previously, one of the eight days of employee training is dedicated to educating the customer against abuse of cannabis, the science of cannabis and safe dosing. Science suggests that the frequency and amount of cannabis consumed has a strong correlation with the potential of abuse and our employees are trained to educate our customers on safe dosing and against overconsumption.

Additionally, as we have done in all our other retail stores, Authentic 707 will host monthly cannabis education seminars on safety and cannabis. An interactive presentation by a Shryne employee or other cannabis expert is followed by a Q&A session. Past presentations include optimal and safe dosing amounts, the dangers of driving under the influence and consumption methods and effects of different consumption methods.

Shryne has also engaged former Ultimate Fighting Championship veteran Tyson Griffin to participate in our cannabis education seminars at all of our retail locations³⁰. Tyson is an advocate of the safe consumption of cannabis and of CBD and stretching exercises to reduce joint pain, anxiety, and depression. Once Authentic 707 is open, Tyson will hold regular educational seminars at the store to educate citizens on safe cannabis usage and cannabis and holistic well- being.

30

<https://www.tysongriffin.com/>

Section 2.13: Criminal History Check



STATE OF CALIFORNIA
SCIA 0016
(Rev. 05/2018)

DEPARTMENT OF JUSTICE
PAGE 1 of 2

REQUEST FOR LIVE SCAN SERVICE

Print Form

Reset Form

Applicant Submission

CA0480500
ORI (Code assigned by DOJ) Authorized Applicant Type
CANNABIS BUSINESS APPLICATION
Type of License/Certification/Permit OR Working Title (Maximum 30 characters - If assigned by DOJ, use exact title assigned)

Contributing Agency Information:

SUISUN CITY POLICE DEPARTMENT 00482
Agency Authorized to Receive Criminal Record Information Mail Code (five-digit code assigned by DOJ)
701 CIVIC CENTER BLVD AMBER KENT
Street Address or P.O. Box Contact Name (mandatory for all school submissions)
SUISUN CITY CA 94585 707-421-73
City State ZIP Code Contact Telephone Number

Applicant Information:

Last Name Mitchell First Name Brian Middle Initial Suffix
Other Name (AKA or Alias) Last First Suffix
Date of Birth Sex Male Female Driver's License Number
Height 5'10 Weight 180 Eye Color BRN Hair Color BRN Billing Number (Agency Billing Number)
Place of Birth (State or Country) CA Social Security Number Misc. Number
Home Address Street Address or P.O. Box City State ZIP Code

Your Number: OGA Number (Agency Identifying Number) Level of Service: DOJ FBI
(If the Level of Service indicates FBI, the fingerprints will be used to check the criminal history record information of the FBI)

If re-submission, list original ATI number: (Must provide proof of rejection) Original ATI Number

Employer (Additional response for agencies specified by statute):
Employer Name Mail Code (five digit code assigned by DOJ)
Street Address or P.O. Box
City State ZIP Code Telephone Number (optional)

Live Scan Transaction Completed By:
Name of Operator Michael Date February 4, 2020
Transmitting Agency City & Angela Real Estate LSID MIB7 ATI Number F035MIB378 Amount Collected/Billed

ORIGINAL - Live Scan Operator SECOND COPY - Applicant THIRD COPY (if needed) - Requesting Agency



STATE OF CALIFORNIA
BCIA 8016
(Rev. 05/2018)

DEPARTMENT OF JUSTICE
PAGE 1 of 2

REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

CA0480500
ORI (Code assigned by DOJ)

License/Permit
Authorized Applicant Type

CANNABIS BUSINESS APPLICATION
Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

SUISUN CITY POLICE DEPARTMENT
Agency Authorized to Receive Criminal Record Information

701 CIVIC CENTER BLVD
Street Address or P.O. Box

SUISUN CITY CA 94585
City State ZIP Code

00482
Mail Code (five-digit code assigned by DOJ)

AMBER KENT
Contact Name (mandatory for all school submissions)

707-421-73
Contact Telephone Number

Applicant Information:

Kim
Last Name

James
First Name Middle Initial Suffix

Other Name
First Suffix

Sex Male Female

6'00 175 BRN BLK
Height Weight Eye Color Hair Color

US
Place of Birth (State or Country)

Home Address Street Address or P.O. Box City State ZIP Code

Your Number: OCA Number (Agency Identifying Number)

Level of Service: DOJ FBI
(If the Level of Service indicates FBI, the fingerprints will be used to check the criminal history record information of the FBI)

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name Mail Code (five digit code assigned by DOJ)

Street Address or P.O. Box

City State ZIP Code Telephone Number (optional)

Live Scan Transaction Completed By:

Michael
Name of Operator

2/18/2020
Date

City of Angels *M37*
Transmitting Agency LSID

F049KIT398
ATI Number

Amount Collected/Billed

ORIGINAL - Live Scan Operator SECOND COPY - Applicant THIRD COPY (if needed) - Requesting Agency



REQUEST FOR LIVE SCAN SERVICE

[Print Form](#)

[Reset Form](#)

Applicant Submission

CA0480500
ORI (Code assigned by DOJ) Authorized Applicant Type

CANNABIS BUSINESS APPLICATION
Type of License/Certification/Permit OR Working Title (Maximum 30 characters - If assigned by DOJ, use exact title assigned)

Contributing Agency Information:

SUISUN CITY POLICE DEPARTMENT 00482
Agency Authorized to Receive Criminal Record Information Mail Code (five-digit code assigned by DOJ)

701 CIVIC CENTER BLVD AMBER KENT
Street Address or P.O. Box Contact Name (mandatory for all school submissions)

SUISUN CITY CA 94585 707-421-73
City State ZIP Code Contact Telephone Number

Applicant Information:

Hopkins Andrew D.
Last Name First Name Middle Initial Suffix

Other Name (AKA or Alias) Last First Suffix

Date of Birth Sex Male Female Driver's License Number

5'10" 200 Hazel Brown Billing
Height Weight Eye Color Hair Color Number

Arizona Social Security Number Misc. Number
Place of Birth (State or Country) (Agency Billing Number) (Other Identification Number)

Home Address City State ZIP Code

Your Number: Level of Service: DOJ FBI
OCA Number (Agency Identifying Number) (If the Level of Service indicates FBI, the fingerprints will be used to check the criminal history record information of the FBI)

If re-submission, list original ATI number:
(Must provide proof of rejection) Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name Mail Code (five digit code assigned by DOJ)

Street Address or P.O. Box

City State ZIP Code Telephone Number (optional)

Live Scan Transaction Completed By:

Michael 2/11/2020
Name of Operator Date
City of Angels Real Estate F042 HOA381
Transmitting Agency MSB7 ATI Number Amount Collected/Billed

ORIGINAL - Live Scan Operator

SECOND COPY - Applicant

THIRD COPY (if needed) - Requesting Agency

Section 2.14: Labor and Employment

A. PAYROLL PRACTICES

PayrollCentric®

Authentic 707 will utilize payroll consultants and payroll provider Payroll Centric³¹ to advise on and institute our payroll system as it has done at all of our operations. Payroll Centric is the premier cannabis payroll company in California and they help to ensure that all proper taxes are paid and filed, keep track of paid time off and sick days accrued, ensure tips are properly allocated amongst the employees, and ensure workers are paid timely and in the right amounts. Payroll Centric also gives our employees the option of being paid by direct deposit or through checks and allows our employees to keep track of the number of hours worked, accrued benefits and requests for time off all in a comprehensive platform accessible by our employees and HR department. Our Head of Human Resources, Frank Sanchez, works closely with Payroll Centric prior to the opening of every new operation to ensure that the Payroll Centric software and program can be tailored to the jurisdiction in which we are opening.

B. CONTINUING EDUCATION AND TRAINING

As previously mentioned, our retail employees go through an extensive 8-day training program which covers such things as compliance, SOPs, loss prevention, cash management, preventing drug abuse, inventory management, customer service and Occupational Safety and Health Administration (OSHA) training. See below an internal checklist of the required training that all our employees are required to undergo.

31 <https://www.payrollcentric.com/>



NEW EMPLOYEE CHECKLIST

EMPLOYEE INFORMATION

Name:		Start Date:	
Position Title:		Manager:	
Location:		<input type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt	

HUMAN RESOURCES

<input type="checkbox"/> Phone Call Extending Offer	<input type="checkbox"/> DocuSign Offer Letter Extending Employment (Emailed)
<input type="checkbox"/> Returned Receipt of Signed DocuSign Offer Letter	<input type="checkbox"/> Welcome Email <i>(Start Date, Title, Reporting to, Dress Code, Point of Contact, Logistics, Directions to Dispensary, Parking Instructions, Shirt Size for Welcome Kit, and NDA)</i>
<input type="checkbox"/> Accounting Onboarding Request Form <i>(Name, Start Date, Salary, Employment Type, Location)</i>	<input type="checkbox"/> Welcome Kit <i>(Prepare and Provide for First Day of Employment)</i>
<input type="checkbox"/> Onboarding Touch Base <i>(End of Week)</i>	

FIRST DAY

<input type="checkbox"/> Complete Onboarding Package	<input type="checkbox"/> Tour of Facility & Introductions
<input type="checkbox"/> Employee Welcome Lunch	<input type="checkbox"/> Assign "Buddy" Employee(s) to Answer General Questions

NEW HIRE FORMS

<input type="checkbox"/> Employment Application	<input type="checkbox"/> Background Check Release Form, Signed by Employee
<input type="checkbox"/> Employee Resume	<input type="checkbox"/> Employee Data Sheet (Emergency Contact Information)
<input type="checkbox"/> Offer Of Employment	<input type="checkbox"/> Current Proof of Auto Insurance (Employees Driving on Job)
<input type="checkbox"/> Form I-9 Completed, Proof of Citizenship, Original Documentation <i>(SSN Card, Passport, Driver's License)</i>	<input type="checkbox"/> Tax Forms (W-4 or W-9) Employee's Withholding Allowance Certificate (Federal)

POLICIES (NEW HIRE ORIENTATION)

<input type="checkbox"/> Anti-Harassment	<input type="checkbox"/> Personal Conduct Standards
<input type="checkbox"/> Vacation and Sick Leave	<input type="checkbox"/> Progressive Disciplinary Actions
<input type="checkbox"/> FMLA/Leaves of Absence	<input type="checkbox"/> Security
<input type="checkbox"/> Holidays	<input type="checkbox"/> Confidentiality
<input type="checkbox"/> Time and Leave Reporting	<input type="checkbox"/> Safety
<input type="checkbox"/> Overtime	<input type="checkbox"/> Emergency Procedures
<input type="checkbox"/> Performance Reviews	<input type="checkbox"/> Visitors
<input type="checkbox"/> Dress Code	<input type="checkbox"/> Email and Internet Use

As noted on page 99, all employees at Authentic 707 will be invited to participate in the Workforce Development Program with Los Angeles Trade Tech College or Solano Community College. Prior to the start of the program, employees will have an opportunity to suggest classes that they are most interested in so that the program can be tailored to the employees of Authentic 707. Employees will be paid their hourly wages during the classes and employees who attend the courses will be provided with a certificate of completion, making them eligible for a raise and a promotion.

While the Workforce Development Program is relatively new, Shryne has a history of providing training and mentoring to its employees and promoting employees from within the company. For example, Michael Geraci is currently the General Manager of our San Francisco retail store, but Michael began as a retail associate in early 2019. Ashley Vasquez, from our Modesto location, and Cindy Areaga, from our Los Angeles store, also began as entry level retail associates and through a series of promotions recently became General Managers of their respective stores. All three of these General Managers were regular attendees of the bi-monthly retail management training sessions conducted out of our Los Angeles and Walnut Creek offices and were ultimately rewarded for their commitment to learn our retail operations.

Finally, Shryne is in discussions with Solano Community College to sponsor two to three local residents of Suisun City to sponsor scholarships towards a retail management certificate and for Shryne to provide mentoring opportunities for these students.

C. WAGES

Shryne's Davis and Modesto retail employees are unionized with the UFCW and Authentic 707's employees may elect to also be unionized if they choose to recognize UFCW as their union. Based on Shryne's Davis and Modesto's unionized stores and based on Authentic 707's proposed store size, Authentic 707 proposes to hire the following positions for the first year of operations.

- 1 General Manager - \$65,000 - \$75,000 per year
- 2 Co-Managers - \$50,000 - \$60,000 per year
- 20 Retail and Operations Associates - \$18.00 - \$20.00 per hour

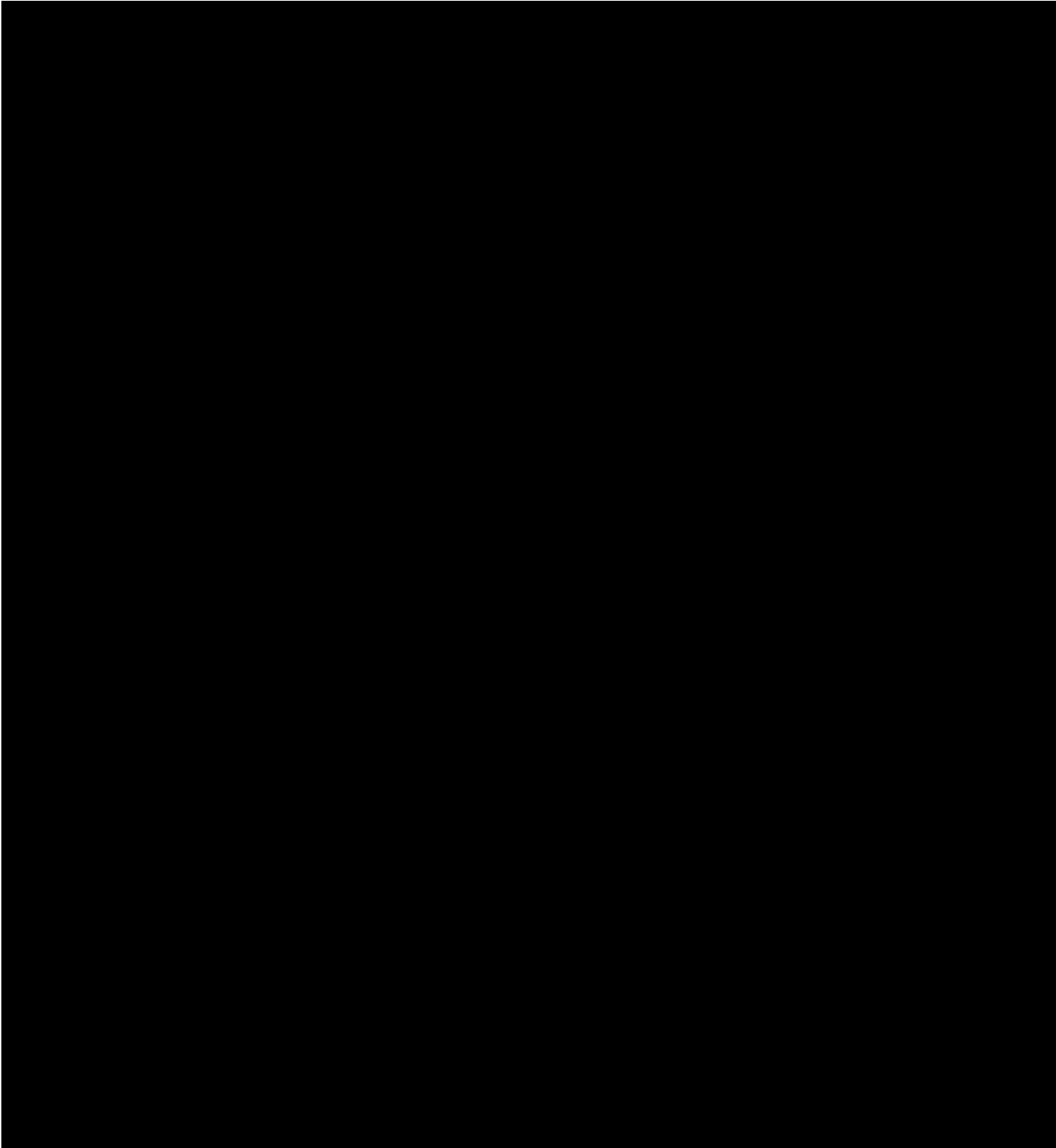
We forecast our revenue increasing 34% from Year 1 to Year 2, and 5%³² from Years 2 through 5 and additional retail, operations and check in staff will be hired in proportion to our revenue growth.

All employees will also receive subsidized health and dental insurance, sick leave and paid time off and be eligible for raises of \$.50 an hour every six months.

D. LOCAL MANAGEMENT

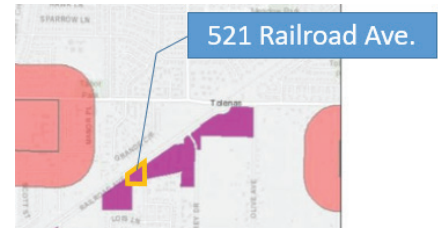
The founder, owner and CEO of Authentic 707, Brian Mitchell, has lived in Fairfield since 1989 and his father, Dr. Albert Mitchell, is a practicing neurologist in Fairfield. Brian will oversee every aspect of Authentic 707 from the initial build out, hiring of local vendors, searching for local employees, the products which will be offered at Authentic 707, educating the public on safe cannabis usage and the continuing neighborhood outreach Authentic 707 will conduct. Brian is currently in talks with a few Suisun City residents regarding the general manager position for Authentic 707 and vows to keep Authentic 707 a locally owned and operated store.

32 The drop of percentage increase is due to the fact of potential local competition from Suisun City, Fairfield, and Vacaville being up and running by then.



Section 2.15: Proposed Location

Address: 521 Railroad Ave. Suisun City, CA 94585
APN: 0037-080-060
Zoning: Commercial Services and Fabrication (CSF)



Description

For Authentic 707's proposed location, we have selected and entered into contract with Gary Walker to purchase the 1.41 acre property at 521 Railroad Ave. There are two buildings on the property with an existing iron rod fence around the parking lot and back building which still allows for parking in front of the main building which will be our Storefront. The main building is a single story, stucco building that was originally built in 2001. It is situated at the corner of Railroad Avenue and Worley Road. The property is in a prime location with minimal neighbors around the property. The businesses that surround it are on large parcels of land and one residential home to the south that is also on a large piece of land.

Authentic 707 will use the main building on the Northern portion for our proposed commercial cannabis storefront retail. Deliveries to customers and deliveries from Distributors will be received in the office attached to the large warehouse building in the Southern portion of the property. This can all be seen in our attached Site and Floor Plans. Should we have the honor of being selected for a Commercial Cannabis Business Permit for the City of Suisun City, we would look into the possibility of adding Distribution and Manufacturing functions in the large warehouse.



The premises as it currently stands



After Improvements

Parking

There are five parking stalls, including two handicap spaces, directly in front of the main building and an additional 13 parking spots in front of the fence along our property. More parking stalls, ten, are available for staff inside of the fence. We intend to install two Electric Vehicle (EV) Stations on the property as well for our delivery vehicles. Our parking allotment exceeds the City’s requirements by one.

Permitting

Before tenant improvements and eventual operation, all required permits will be obtained from relevant governmental agencies in accordance with SCMC § 18.49.

Surrounding Uses

Other than residential homes south of the property, our business neighbors are in the following categories:

Address	Use
605 Railroad Ave.	Multi-Unit: <ul style="list-style-type: none"> • Auto repair • Fire and Safety Consulting • Vacant
621 Railroad Ave.	Self-Storage Facility
631 Railroad Ave.	Multi-Unit: <ul style="list-style-type: none"> • Auto repair • Advertising/Marketing Agency • Church
519 Railroad Ave.	Auto parts store
515 Railroad Ave.	Self-Storage Facility
1359 Worley Rd.	Apartment Complex

Sensitive Uses

Authentic 707 conducted a walk of the immediate neighborhood with an eye toward the applicable sensitive use requirements. The identified property is in full compliance with SCMC § 18.49.060(E) as there are no sensitive uses located within 600 feet when measuring the shortest horizontal distance in a straight line from any property line of the sensitive use to our closest property line. Sensitive Uses as defined by SCMC § 18.49.060(E) are Schools, Day Care Centers, and Youth Centers.

The closest sensitive use is Grange Middle School located at 1975 Blossom Ave. Fairfield, CA 94533. It is over 1,300 feet away from the proposed location.

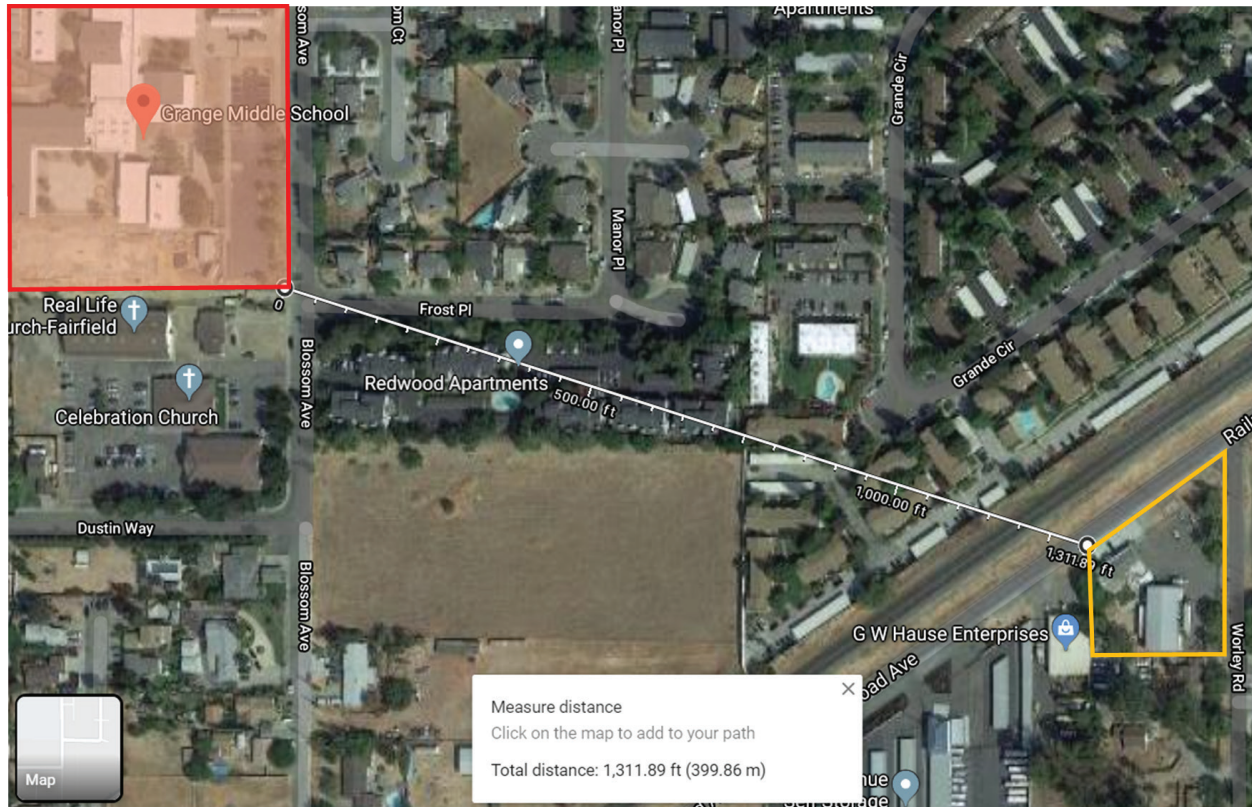


Exhibit A

Site Plan

Please see the following page.

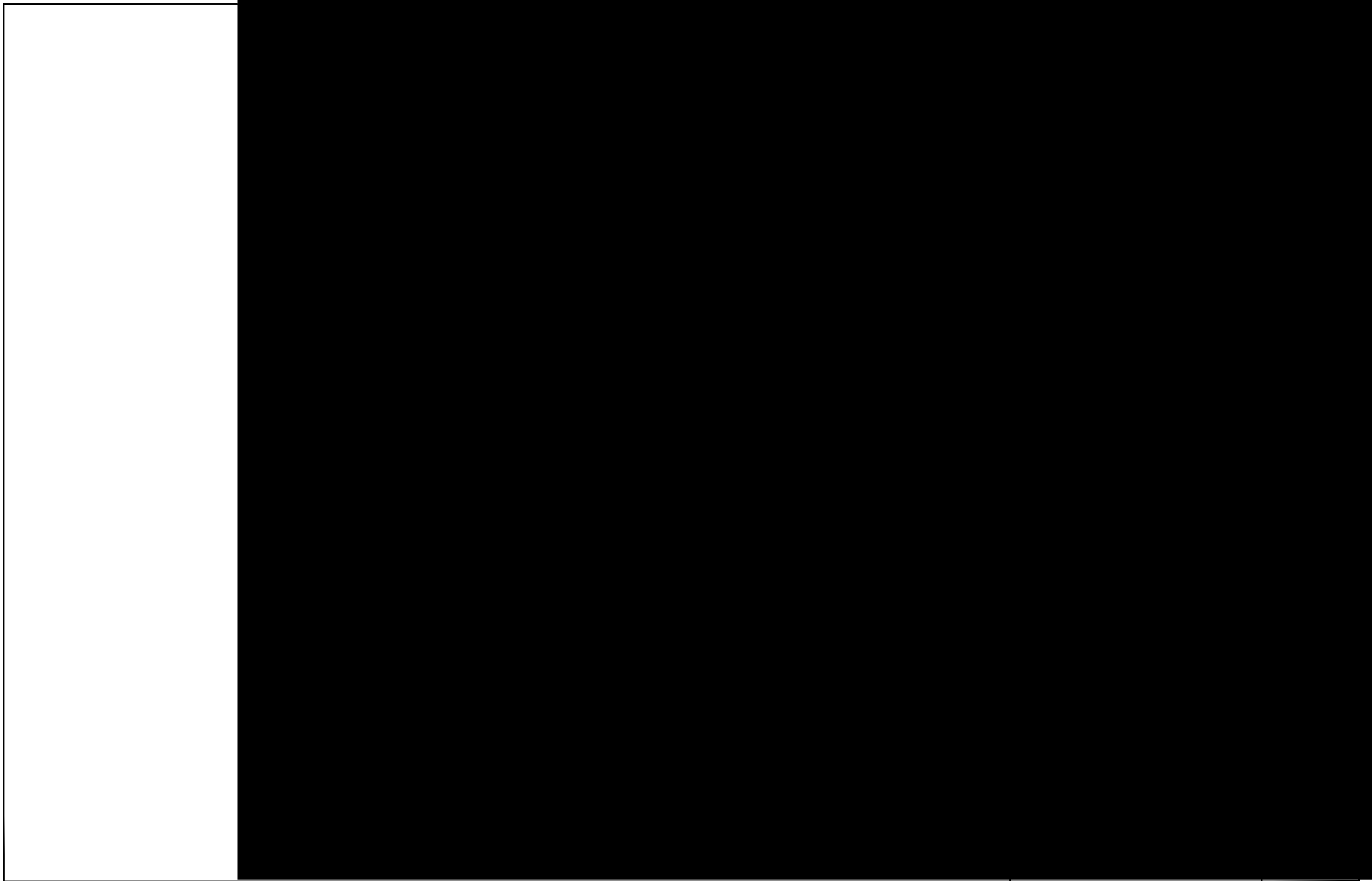
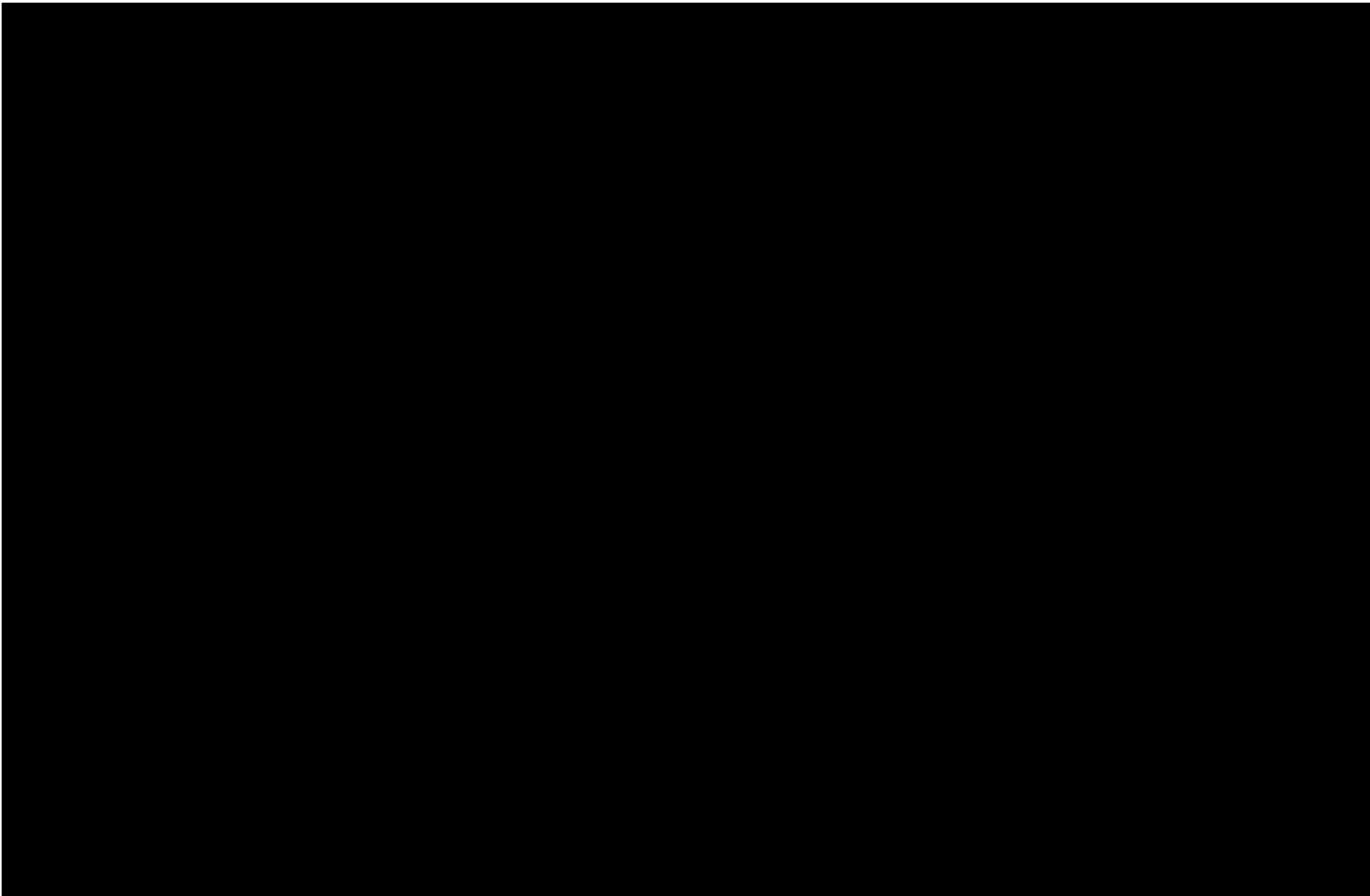
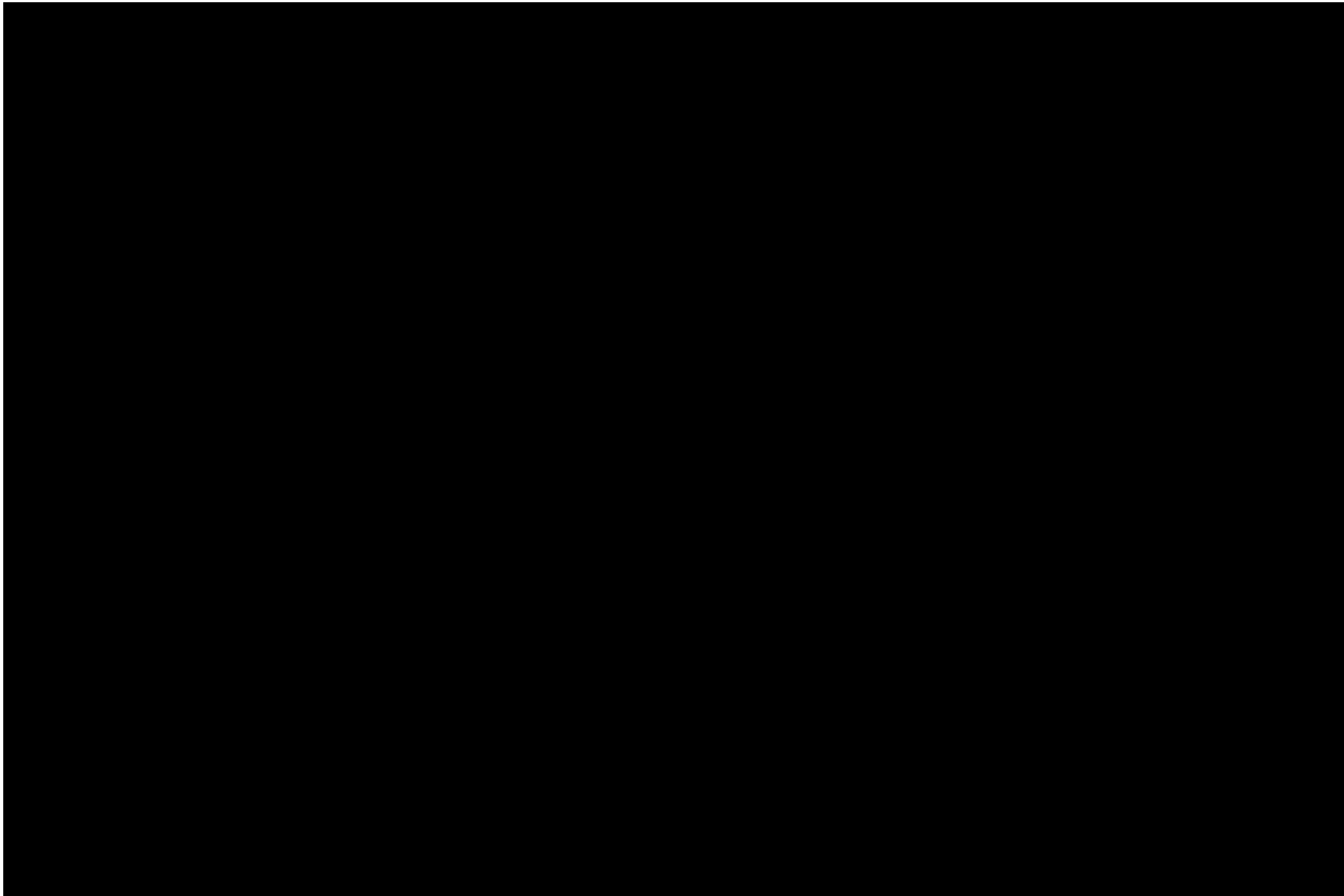


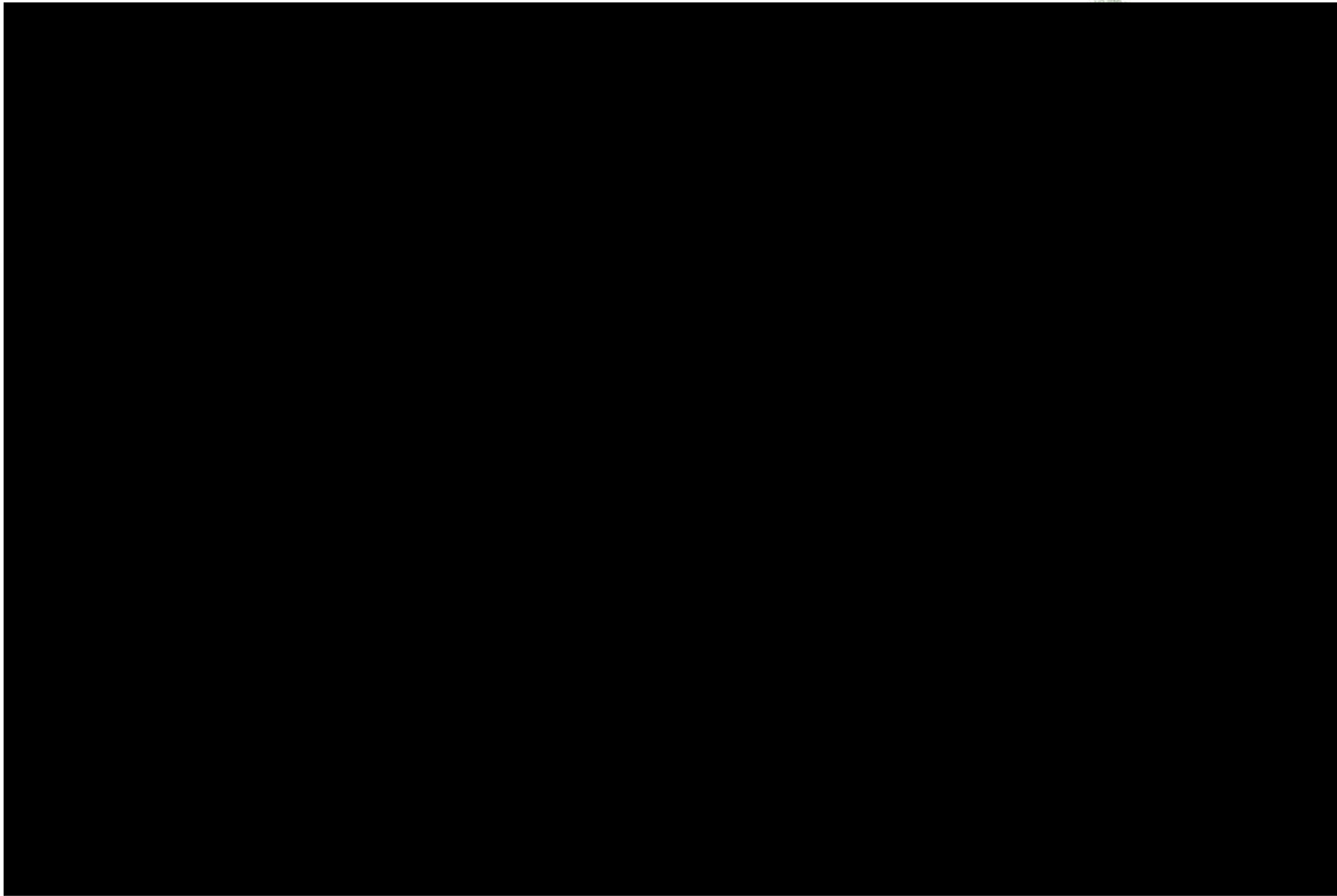
Exhibit B

Floor Plan and Elevations

Please see the following pages.







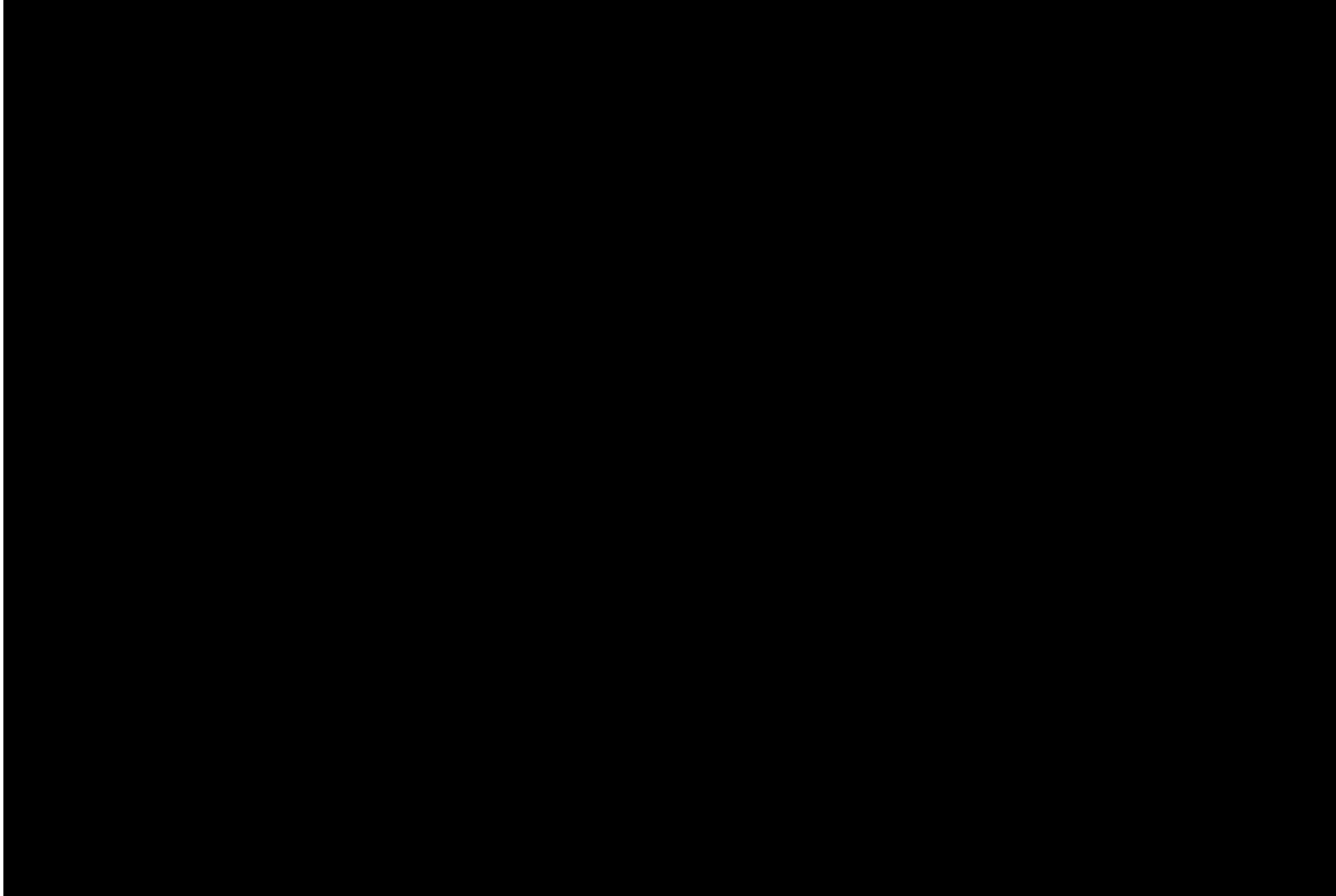


Exhibit C

Pod Design



Exhibit D

Security Site Plans - Confidential

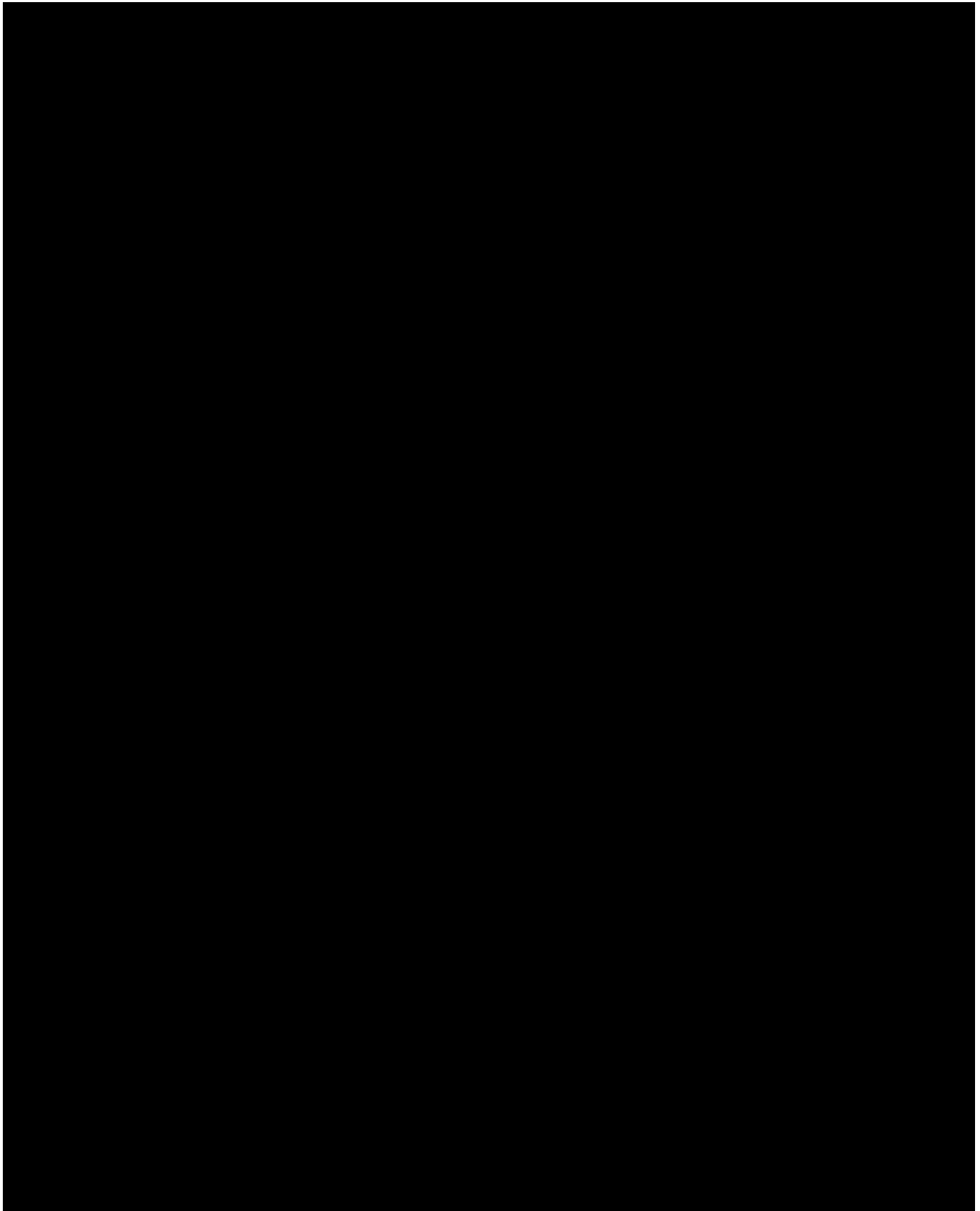


Exhibit D

Security Site Plans - Confidential

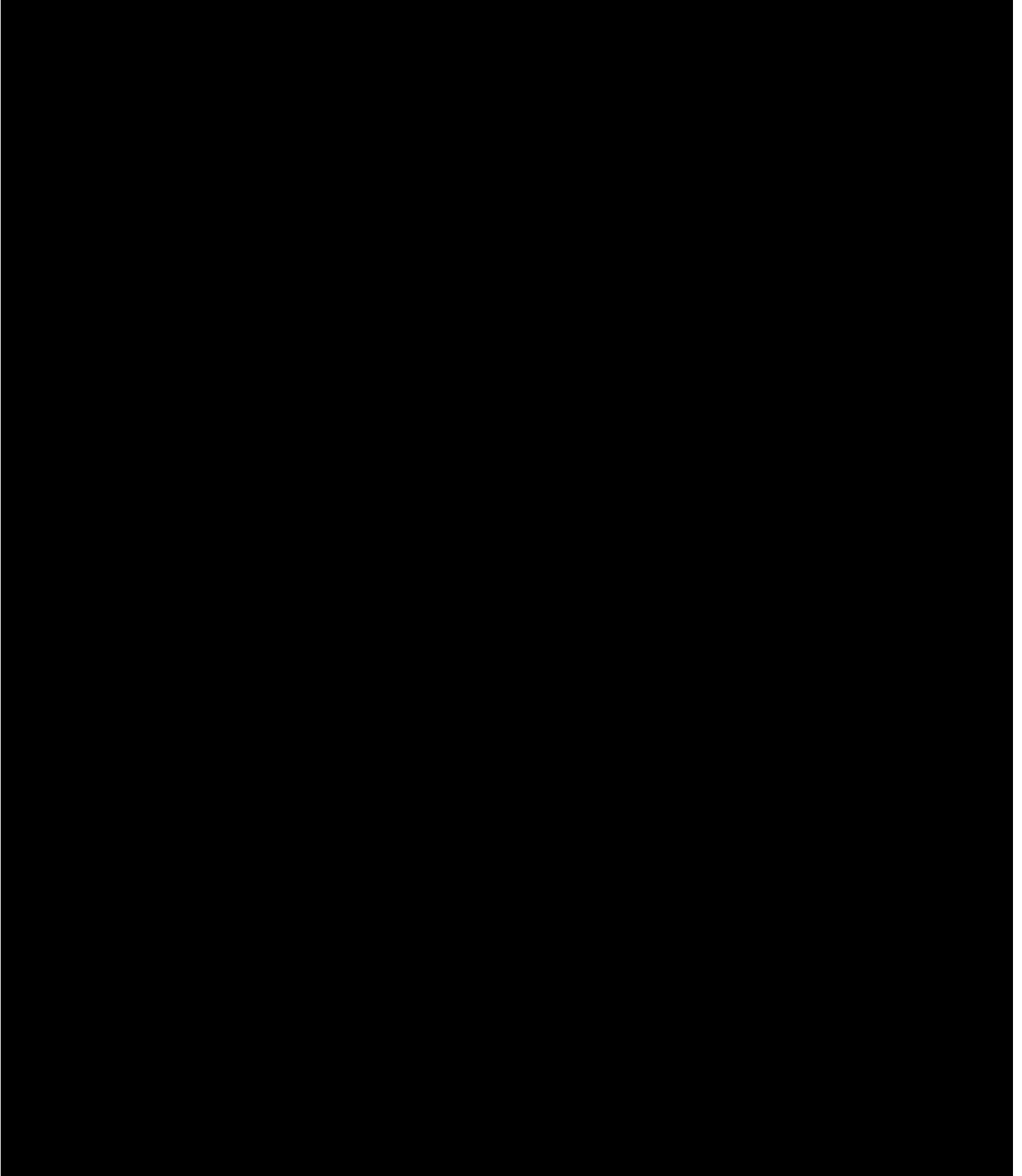


Exhibit E
Fire Safety Maps

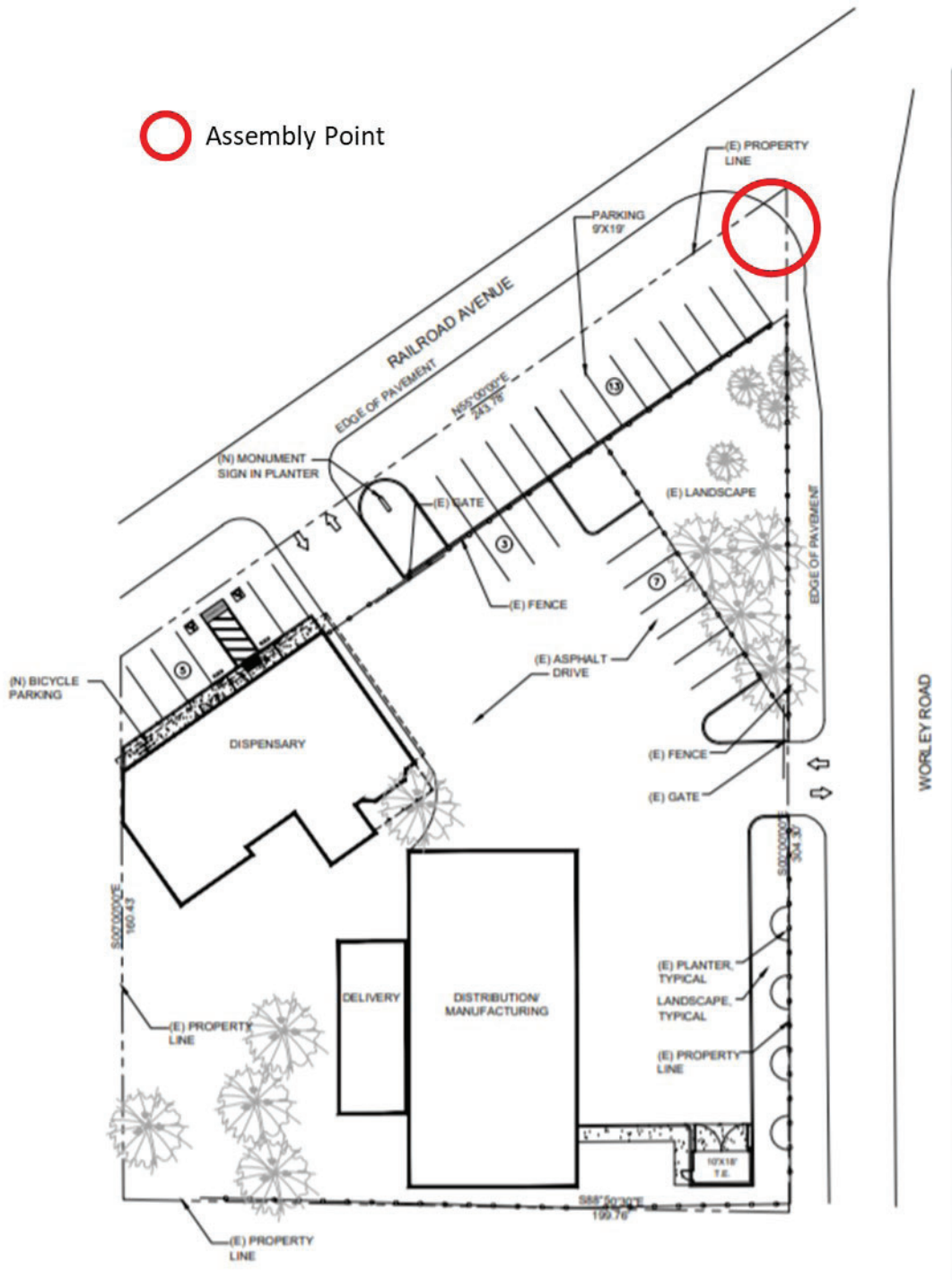


Exhibit E
Fire Safety Maps

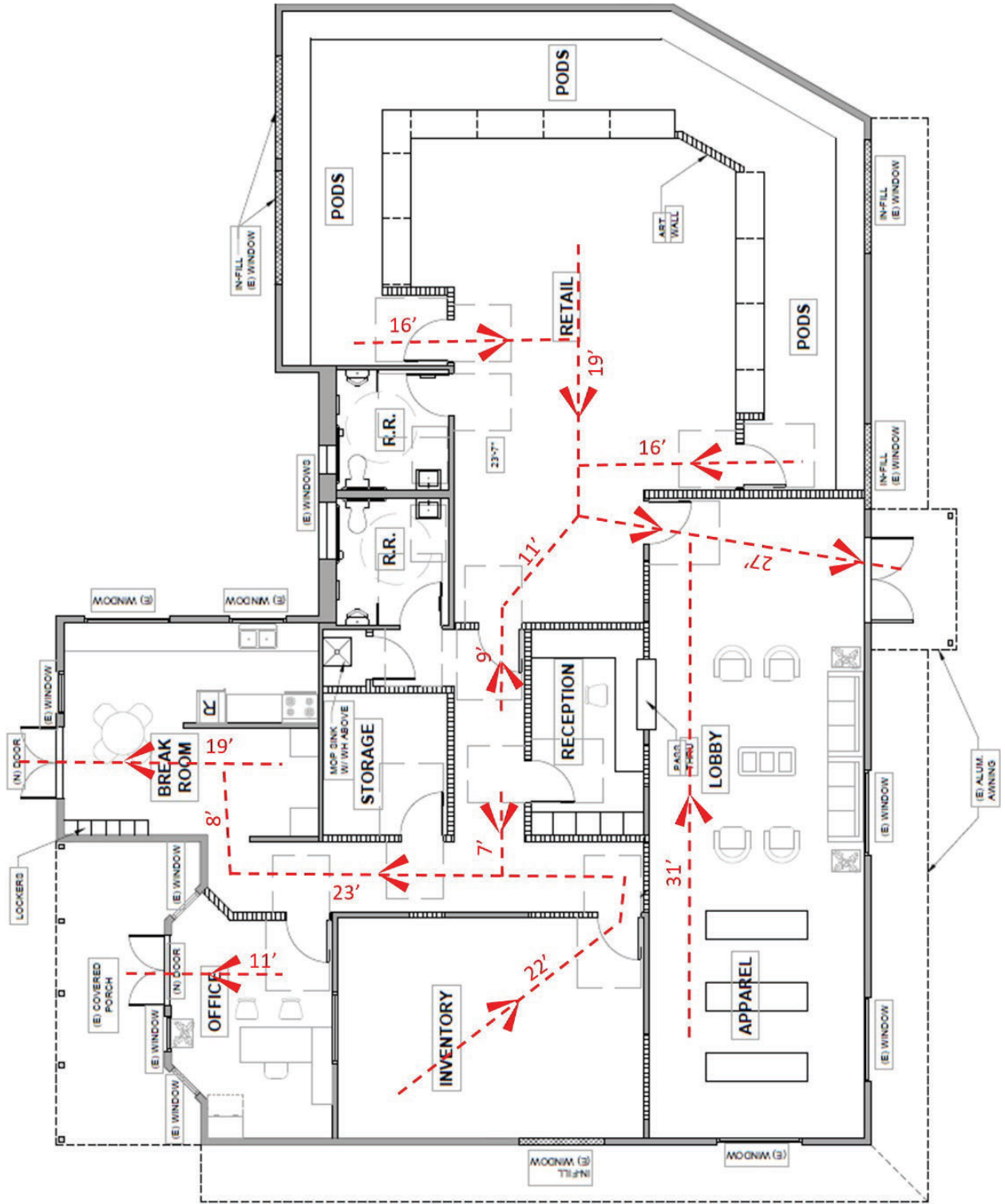


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Fire Safety Maps

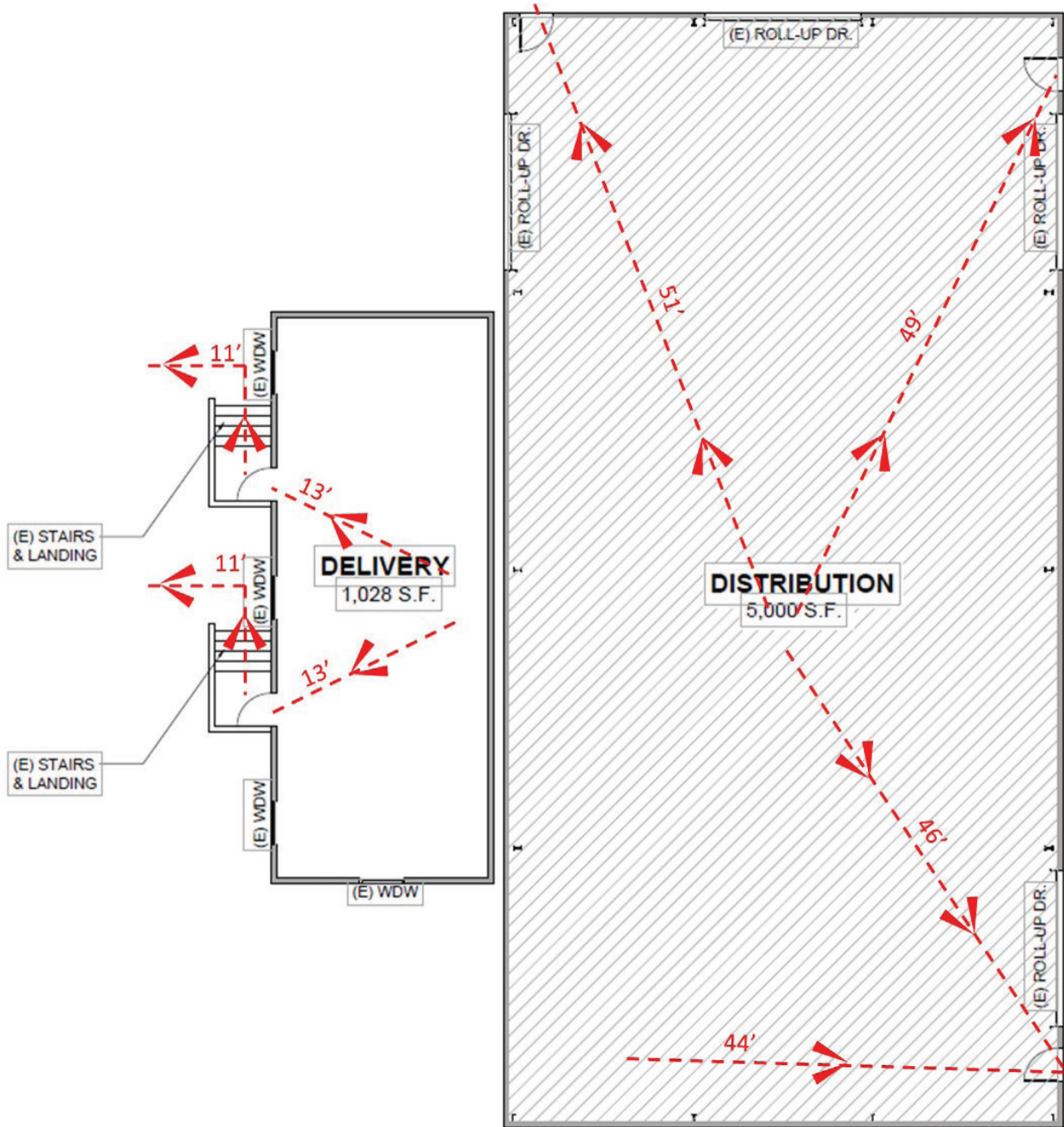


Exhibit E
Fire Safety Maps

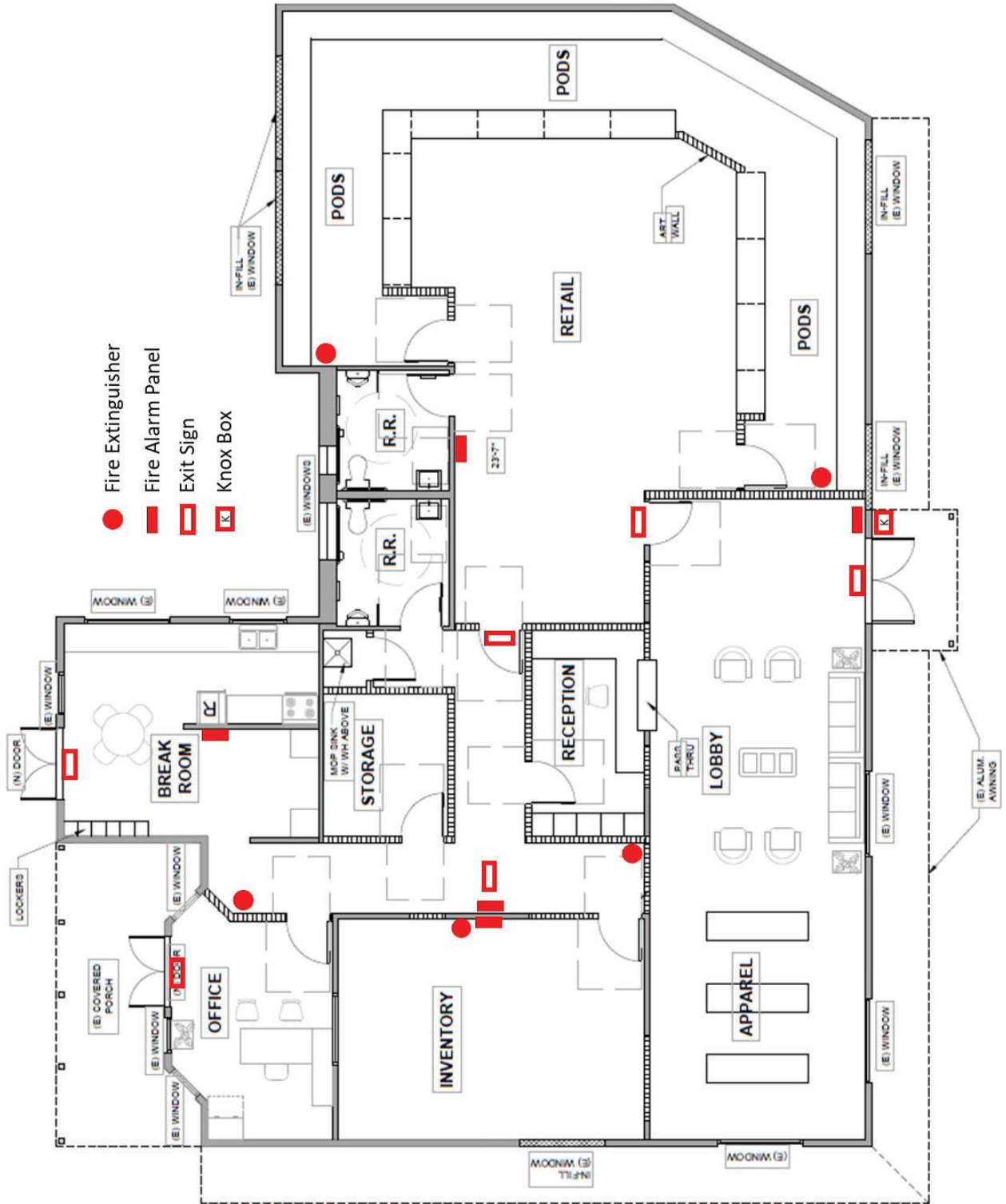


Exhibit E
Fire Safety Maps

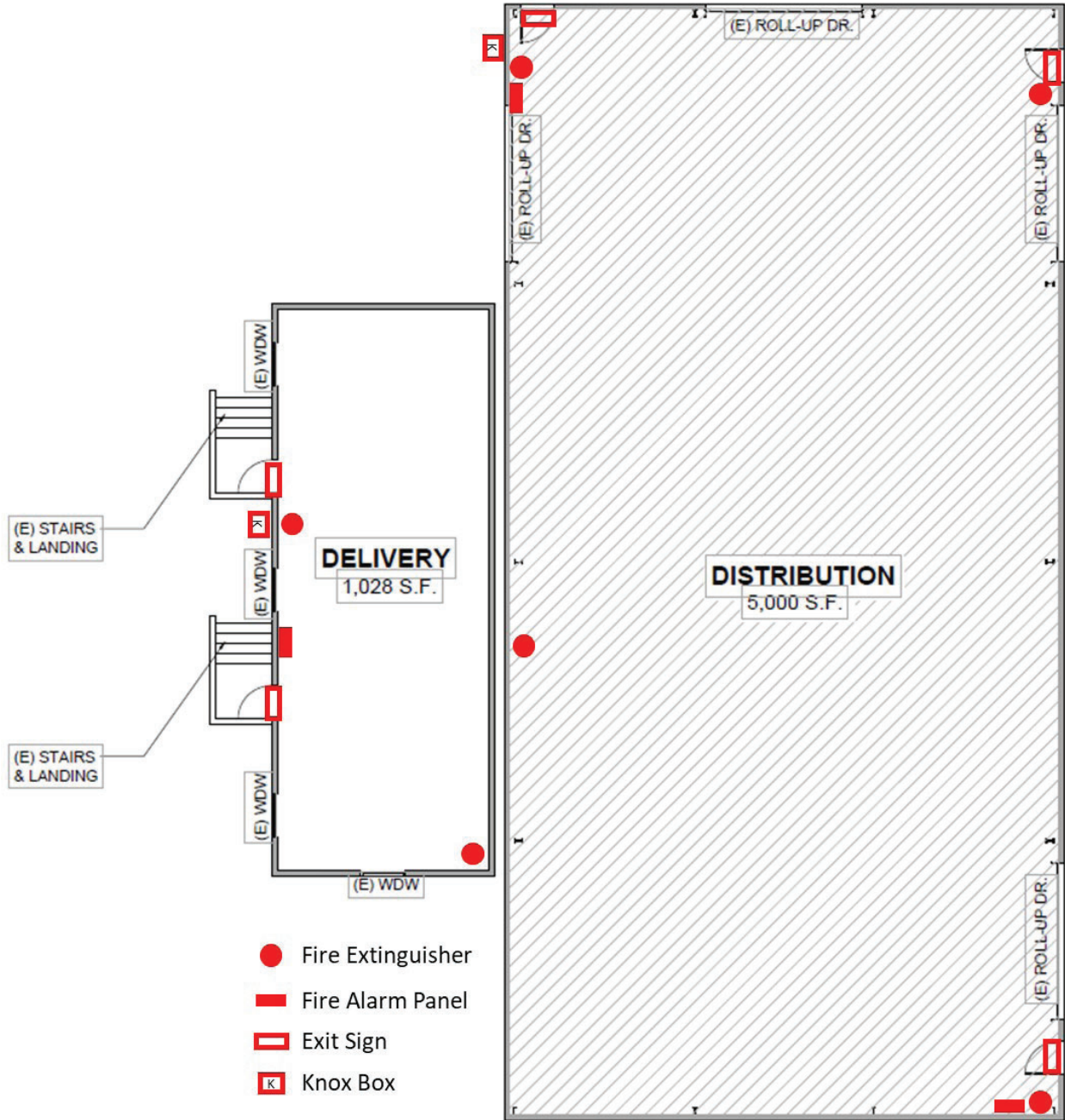


Exhibit F

Air Filtration



DuraPURE™

Extended Surface Activated Carbon Filter



- Provides effective removal of odors and Volatile Organic Compounds (VOC).
- Constructed with premium grade coconut shell carbon
- Available with specially impregnated adsorption medias

As worldwide Indoor Air Quality specifications become more demanding, gas phase adsorption is quickly becoming a major factor in commercial and industrial air filtration systems. The DuraPURE is an excellent high performance solution in applications such as airports, industrial facilities, chemical plants, office buildings, and a wide variety of other air filtration systems.

The Koch Filter DuraPURE is an extended surface carbon filter which utilizes premium grade granular 60% activated carbon. DuraPURE's unique V-shaped frame holds up to 26 pounds of activated carbon in a single 24x24x12 filter, which insures maximum VOC and odor removal in any commercial or industrial application.

Two Capacity Levels and Three Standard Sizes

To meet the tough requirements of today's complex air filtration systems, DuraPURE is available in three standard sizes, and two media capacity levels, Standard Capacity and High Capacity.

Specialized Carbon Media

DuraPURE is also available with specialized impregnated carbon media for removal of ammonia, hydrogen sulfide, and other difficult-to-remove compounds. Consult your Koch Filter representative to find the appropriate DuraPURE model for your system.

Partial List of Contaminants Best Controlled by Activated Carbon

Acetic acid	Ethyl benzoate	Chlorooctane	Tetrachloroethane	Methyl propyl ketone
Allyl acetate	Ethyl sulfide	Cineole	Toluene	Cyclohexanone
Benzyl acetate	Ethylene dichloride	Heptane	Trichloroethylene	Decane
Butyl acetate	Formic acid	Indene	Triethylhexane	Dichloroethane
Butyl ethyl ether	Octane	Isoamyl butrate	Mineral Spirits	Dimethyl disulfide
Butyric acid	Pentachloroethane	Limonene	Nitroethane	Ethanol
Carbon tetrachloride	Phenol	LimoneneMethylallyl alcohol	Vinyl Pyridine	Ethynyl lactate
Chloroform	Styrene	Methylallyl Butanol	Acrylic acid	Ethynyl oxalate
Chlorophenol	Thiophenol	Methyl ethyl ketone (MEK)	Benzonitrile	Ethylcyclohexane
Furan	Trichloroethane	Cyclohexanol	Bromoform	Ethylene glycol diethyl ether
Hexane	Trimethylpentane	Cymene	Butylbenzene	Nonane
Isoamyl alcohol	Methylsalicylate	Dibutylamine	Butyl sulfide	Octene
Isopropyl alcohol	Nitroanisole	Diethyl ketone	Carbon disulfide	Pentyl ether
Linalyl format	Valeric acid	Dodecane	2-Chloroethanol	Pyridine
Methyl benzoate	Xylene	Ethyl acetate	Chlorotoluene	Tetrachloroethylene
Methyl oxyethanol	Acetone	Ethyl methyl ketone	Cresol	Tributylamine
Cyclohexane	Benzaldehyde	Ethylbenzene	Heptene	Tridecane
Cyclohexylbenzene	Benzene	Ethylene glycol	Isoamyl acetate	Methyl pentanone (MIBK)
Decane	Butyl alcohol	Nitrogen dioxide<100ppb	Isobutyl propionate	Naphtha
Dichlorotoluene	Butyl mercaptan	Octanoic acid	Lynalyl acetate	Undecane
Dimethyl disulfide	Camphor	Pentylamine	Methyl acetylsalicylate	Vinyl toluene
Ethoxyethanol	Chlorobenzene	Propionic acid	Methyl cyclohexanol	

DuraPURE | Bulletin K-397-B

Exhibit F

Air Filtration

DuraPURE Standard Capacity

Model	Nominal Size	Actual Size	Initial Pressure Drop (in w.g.)	Carbon Weight Per Filter (lbs.)	Total Weight Per Filter (lbs.)
DPC-442-SC	24x24x12	23.38 x 23.38x 11.50	.34	18	33
DPC-042-SC	20x24x12	19.38 x 23.38 x 11.50	.34	15	30
DPC-242-SC	12x24x12	11.38 x 23.38 x 11.50	.34	8	26

DuraPURE High Capacity

Model	Nominal Size	Actual Size	Initial Pressure Drop (in w.g.)	Carbon Weight Per Filter (lbs.)	Total Weight Per Filter (lbs.)
DPC-442-HC	24x24x12	23.38 x 23.38x 11.50	.74	26	41
DPC-042-HC	20x24x12	19.38 x 23.38 x 11.50	.74	24	36
DPC-242-HC	12x24x12	11.38 x 23.38 x 11.50	.74	12	32

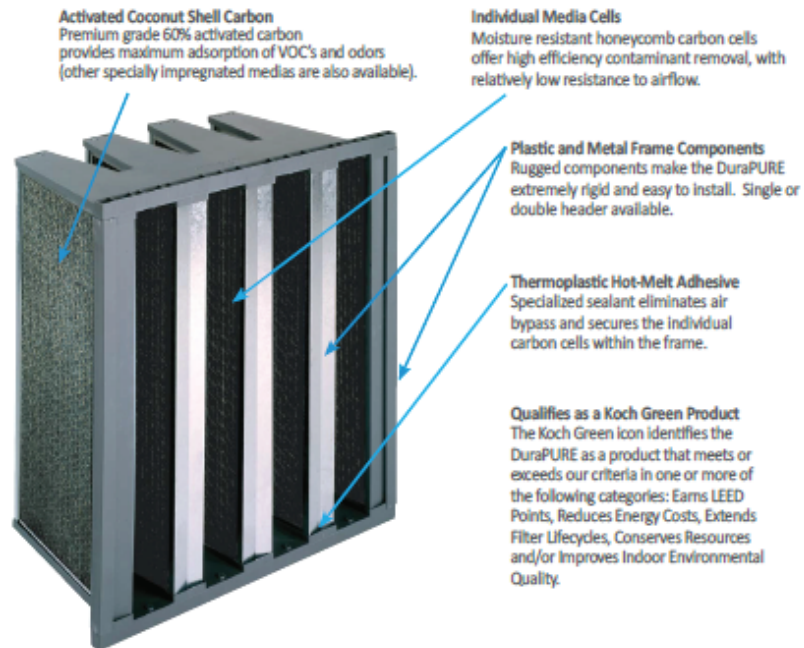
Additional DuraPURE Information

Solvent Capacity of Standard Capacity DuraPURE: 5 lbs.

Solvent Capacity of High Capacity DuraPURE: 8 lbs.

Carbon Activity Rating: Minimum 60% on carbon tetrachloride (CCL4) at 25 ° C.

DuraPURE Construction and Technical Data



KOCH FILTER
PURE PERFORMANCE

8401 Air Commerce Drive, Louisville, KY 40219

toll free: 800.757.5624 | phone: 502.634.4796 | Fax: 502.969.2364

Info@kochfilter.com | www.kochfilter.com

Exhibit F

Air Filtration

**Centrifugal Roof Downblast Exhaust Fans
Models G and GB**

- General Clean Air • Light Contaminants
- Seismic • High Wind • Variable Volume

VARI GREEN
Performance data now included.

GREENHECK
Building Value in Air.

BUILDING VALUE IN AIR.

March
2013

Exhibit F

Air Filtration

Models G and GB Spun Aluminum • Downblast Centrifugal Roof Exhaust Fans



Contents

Model Comparison.....	3
Construction Features.....	4-5
Emergency Smoke Control.....	6
Seismic.....	6
High Wind & Hurricane.....	7
Vari-Green® Motor and Controls.....	8-9
Demand Control Ventilation.....	9
Roof Curbs, Options, Accessories.....	10-11
Typical Installations.....	12-13
Model Number Code.....	13

PERFORMANCE AND DIMENSIONS:

Models G-060-095.....	14-17
Models G-097-G203.....	18-31
GB-071-200HP.....	18-32
Models GB-220-540.....	33-46

SPECIFICATIONS:

Vari-Green® Motors and Controls.....	47
Direct Drive, Model G.....	48
High Wind & Hurricane, Seismic.....	49
Belt Drive, Model GB.....	50
High Wind & Hurricane, Seismic & Smoke Control.....	51
Quick Build Programs.....	52
Our Commitment.....	52

Codes and Certifications



Greenheck Fan Corporation certifies that the Models G and GB fans shown herein are licensed to bear the AMCA Seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 211 and Publication 311 and comply with the requirements of the AMCA Certified Ratings Program. The certified ratings for Models G and GB are shown on pages 14 - 46.



G and GB models are listed for electrical (UL/cUL 705) File no. E40001
GB models for Emergency Smoke Control Systems (UL/cUL Listed for 500°F (260°C) for 4 hours and 1,000°F (538°C) for 15 minutes) File no. MH17511

**UL/cUL is optional and must be specified*

High Wind Certification

Miami-Dade NOA No. 12-0120.13 for high wind and hurricane zones

Seismic Certification

OSHPD No. 0148-10 - Office of Statewide Health Planning and Development (California)

IBC 2009 and 2012 - International Building Code



Enjoy Greenheck's extraordinary service, before, during and after the sale.

Greenheck offers added value to our wide selection of top performing, energy-efficient products by providing several unique Greenheck service programs.

- Our Quick Delivery Program ensures shipment of our in-stock products within 24 hours of placing your order. Our Quick Build made-to-order products can be produced in 1-3-5-10- or 15-day production cycles, depending upon their complexity.
- Greenheck's free Computer Aided Product Selection program (CAPS), rated by many as the best in the industry, helps you conveniently and efficiently select the right products for the challenge at hand.
- Greenheck has been Green for a long time! Our energy-saving products and ongoing corporate commitment to sustainability can help you qualify for LEED credits.
- Our 3D service allows you to download at no charge lightweight, easy-to-use AutoDesk™ Revit™ 3D drawings for many of our ventilation products.

Find out more about these special Greenheck services at greenheck.com

Exhibit F

Air Filtration

Models G and GB Spun Aluminum • Downblast Centrifugal Roof Exhaust Fans



Model Comparison																										
Model	Location			Mounting				Airflow				Application				Drive Type		Impeller Type		Performance						
	Outdoor	Indoor	Roof/Curb	Base/Floor	Hanging	Wall	Ceiling Mounted	Exhaust	Supply	Reversible	Recirculate	General Clean Air	Contaminated Air	Spark Resistant	Grease (UL 762)	Smoke Control (UL)*	High Wind**	Continuous High Temp (above 200°F)	Belt	Direct	Centrifugal	Propeller/Axial	Mixed Flow	Maximum Volume (cfm)	Maximum Static Pressure (in. wg)	Relative Cost
G	✓		✓				✓				✓		✓			✓			✓	✓				6,308	1.75	\$
GB	✓		✓				✓				✓		✓			✓	✓		✓	✓				44,700	3.25	\$

* Smoke Control available on models: 101, 101HP, 121, 131, 141, 141HP, 161, 161HP, 200, 240, 300, 360, 420 and 480.

** High wind limited to sizes 300 and smaller

Greenheck models G and GB centrifugal roof exhaust fans provide the industry's best performance and durability for general clean air applications where air is discharged downward, toward the roof surface.

- Broadest performance in the industry, up to 3.25 in. wg (810 Pa) and 45,000 cfm (76,500 m³/hr).
- Most advanced motor cooling of any fan in its class.
- Performance as cataloged is assured. All fan sizes are tested in our AMCA Accredited Laboratory, and all models are licensed to bear the AMCA Sound and Air Performance seals.
- UL Listed for electrical.
- Greenheck subjects these products to extensive life testing, assuring you that the fans will provide years of reliable performance.



Direct Drive, G

- Use for short and/or low resistance ductwork

Belt Drive, GB

- For average length and/or average resistance ductwork
- High volume/average pressure

High Pressure, GB-HP and G-HP

- For long and/or high resistance ductwork
- Low volume/high pressure



Exhibit F

Air Filtration

Construction Features Models G and GB

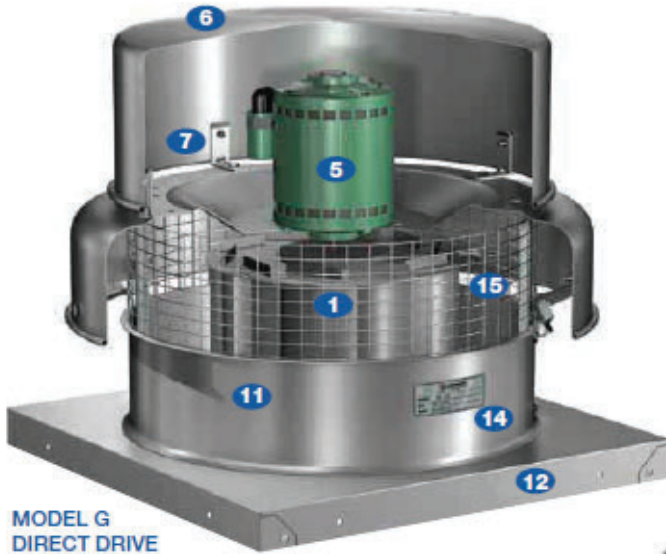


Standard Construction Features	
1 Wheel	An aluminum, backward-inclined, non-overloading centrifugal wheel is utilized to generate high-efficiency and minimal sound. Wheel cones are carefully matched to the venturi for maximum efficiency. Each wheel is robotically welded and statically and dynamically balanced for long life and quiet operation.
2 Disconnect Switch	NEMA-1 switch is factory mounted and wiring is provided from the motor as standard (other switches are available). All wiring and electrical components comply with the National Electrical Code® (NEC) and are either UL Listed or Recognized.
3 Fan Shaft	Precisely sized, ground and polished so the first critical speed is at least 25% over the maximum operating speed. Where the shaft makes contact with bearings, tight tolerances result in longer bearing life.
4 Bearings	100% factory tested and designed specifically for air handling applications with a minimum L ₁₀ life in excess of 100,000 hours (L ₅₀ life of 500,000 hours).
5 Motor	Carefully matched to the fan load and is mounted out of the airstream.
6 Motor Cover	Constructed of aluminum and attached with fasteners that provide for easy removal and access to motor compartment and drive assembly.
7 Motor Cooling	Cooling fins located on top of the fan wheel draw outside air through a large space between the fan shroud and the motor cover directly into the motor compartment. Positive motor cooling with fresh air results in maximum motor life.
8 Lifting Points	Various lifting points are located on the drive frame and bearing plate (on select sizes).
9 True Vibration Isolation	Vibration isolators, with no metal-to-metal contact, support the drive assembly and wheel for long life and quiet operation.
10 Drive Assembly	Belts, pulleys, and keys are oversized 150% of driven horsepower. Machined cast pulleys are adjustable for final system balancing. Belts are static-free and oil-resistant.
11 Lower Windband	Heavy-gauge aluminum with formed edges for added strength and provides weather resistance.
12 Curb Cap	Curb cap (with integral deep spun venturi) is constructed of aluminum and is one-piece for a weather-tight fit.
13 Internal Conduit Chase	A large diameter conduit for installing electrical wiring through the curb cap into the motor compartment.
14 Nameplate	Permanent stamped aluminum plate for exact model and serial number identification.
15 Galvanized Birdscreen	Rigid wire protects the fan discharge from birds and small objects.
16 Fan Shroud	One-piece, heavy-gauge aluminum with a rolled bead for extra strength directs exhaust air downward.
17 Mounting Holes	Curb cap has prepunched mounting holes to ensure correct attachment to the roof.
High Wind Construction Features	
18 Internal Supports	Heavy-gauge supports and bracing are added for additional strength to withstand a load of 75 psf.
19 Reinforced Wind Band	High wind fans include additional reinforcement for maximum strength.
Roof Curb (page 10)	High wind-load fans are certified for use with Greenheck model GPFHL, GPFHD, GPF or equivalent in high wind applications. Roof curbs ship separate for field installation with attachment details provided.

Exhibit F

Air Filtration

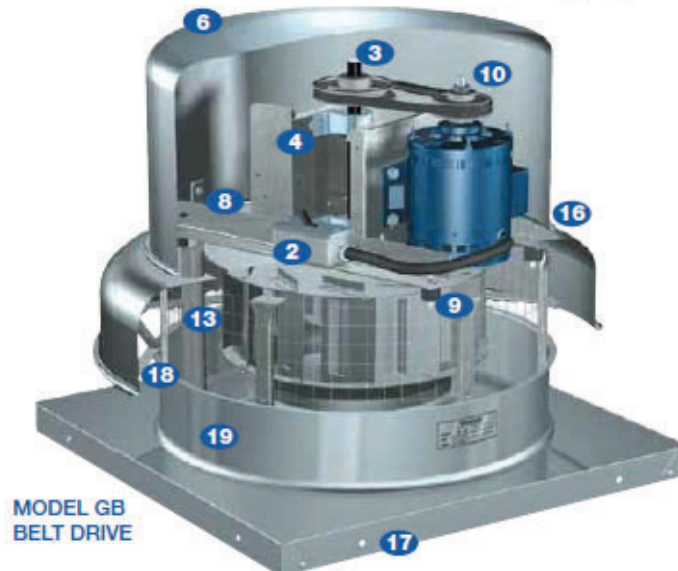
Construction Features
Models G and GB



MODEL G
DIRECT DRIVE



DRIVE FRAME
(BELT DRIVE)



MODEL GB
BELT DRIVE

Exhibit G

List of SKUs

11:11 - WEDDING CAKE - 3.5G 1/11 (15791)	Flowers
2EZ - HYBRID - 1G PREROLL	Flowers
2EZ - INDICA - 1G PREROLL	Flowers
2EZ - SATIVA - 1G PREROLL 1/17 (19673)	Flowers
ABX - 10 CT. SOFT GELS - 100MG	Edible
ABX - SLEEPY TIME DROPS	Edible
ABX/LAGUNITAS - HI FI HOPS - 10MG THC	Drink
ALIEN LAB - AREA 41 - 3.5G	Flowers
ALIEN LABS - BADDER FUELATO SAUCE - 1G 1/11 (15829)	Concentrate
ALIEN LABS - BADDER ZOOKIES SAUCE - 1G 1/11 (15828)	Concentrate
ALIEN LABS - PLANET DOSI - 3.5G 1/11 (15792)	Flowers
ALIEN LABS - SHERBACIO - 3.5G	Flowers
AUTHENTIC - CHAMPAGNE - 3.5G	Flowers
AUTHENTIC - COOKIES AND CHEM - 3.5G	Flowers
AUTHENTIC - DRAGONS BREATH - 3.5G 1/17 (21477)	Flowers
AUTHENTIC - PUNCH LINE - 3.5G	Flowers
AUTHENTIC - PURPLE DEMON - 3.5G	Flowers
AUTHENTIC - PURPLE PUNCH - 3.5G	Flowers
AUTHENTIC - SOUR SANDIA - 3.5G	Flowers
AUTHENTIC - SUNDAE TRUFFLE - 3.5G	Flowers
AUTHENTIC - WIFI X COOKIES - 3.5G	Flowers
BEEZLE - MEAT BREATH - 1G	Concentrate
BEEZLE - OGKB - 1G	Concentrate
BEEZLE - ORANGE FRUITY PEBBLES - 1G	Concentrate
BIC LIGHTER	Accessories
BIIT - ASSORTED SOUR GUMMIES - 100MG 1/17 (19672)	Edible
BIIT - BLACK CHERRY SOUR GUMMIES - 100MG	Edible
BIIT - BLUE RASPBERRY SOUR GUMMIES - 100MG	Edible
BIIT - GREEN APPLE SOUR GUMMIES - 100MG	Edible
BIIT - STRAWBERRY SOUR GUMMIES - 100MG	Edible
BIIT - WATERMELON SOUR GUMMIES - 100MG	Edible
BLASTED - ANIMAL COOKIES - 3.5G 1/24 (11687)	Flowers
BLASTED - CAKE BATTER - 3.5G 1/24 (11685)	Flowers
BLASTED - CAKE MONSTER - 3.5G 1/24 (11688)	Flowers
BLASTED - GAS HOUSE - 3.5G 1/11/20 (016131)	Flowers
BLASTED - KING LOUIS - 3.5G 1/24 (11689)	Flowers
BLASTED - MENTAL OG - 3.5G 1/24 (11686)	Flowers
BLASTED - SKYWALKER - 3.5G 1/11/20 (016133)	Flowers
BLASTED - TRIPLE OG - 3.5G 1/24 (11690)	Flowers
BLOOM - BATTERY	Battery
BLOOM - CHAMPAGNE KUSH - .5G	Vape
BLOOM - GSC - 1G	Vape
BLOOM - MAUIE WOWIE - 1G	Vape
BLOOM - PINEAPPLE EXPRESS - .5G	Vape
BLOOM - PINEAPPLE EXPRESS - 1G	Vape
BLOOM - SKYWALKER - 1G	Vape
CALIVA - ALIEN OG - 3.5G 1/17 (21475)	Flowers

Exhibit G

List of SKUs

CALIVA - BLACK JACK - 3.5G	Flowers
CALIVA - TOASTIES - 5PK PREROLL	Pre-Roll
CALIVAS - DOGWALKER - 4PK PREROLL 1/11 (15795)	Flowers
CANNADIPS - 4:1 CBD/THC MINT FLAVOR - HIGHDOSE	Edible
CANNADIPS - CITRUS FLAVOR - MICRODOSE	Edible
CANNADIPS - MINT FLAVOR - HIGHDOSE	Edible
CANNADIPS - MINT FLAVOR - MICRODOSE	Edible
CARE BY DESIGN - 1:1 CBD SOFTGELS	Edible
CARE BY DESIGN - 2:1 CBD DROPS	Tincture
CLIPPER LIGHTER	Accessories
CONNECTED - BADDER SUGAR CONE SAUCE - 1G 1/11 (15830)	Concentrate
CONNECTED - BISCOTTI - 3.5G 1/11 (15793)	Flowers
CONNECTED - FORBIDDEN GUSHERS SAUCE - 1G	Concentrate
CONNECTED - GUSHERS - 3.5G 1/11 (15794)	Flowers
COSMIC - DOUBLE CHOCOLATE CHIP - 100MG	Edible
CREME - EL CHAPO - 3.5G	Flowers
CRU - BLACK BATTERY	Battery
CRU - GREEN CRACK - 3.5G	Flowers
CRU - ICE CREAM CAKE - 3.5G	Flowers
CRU - SKYWALKER - 3.5G	Flowers
CRU - WEDDING CAKE - 3.5G	Flowers
CURE - MARATHON OG 3.5G (23474) 1/25/2020	Concentrate
CURE - MONSTER COOKIES - 3.5G	Flowers
CURE - PASSPORT - 3.5G	Flowers
EFEX - ACTIVE PINK GRAPEFRUIT - .5G DISPOSABLE	Vape
EFEX - CHILL FRESH APRICOT - .5G DISPOSABLE	Vape
EFEX - CHILL SOUR GUMMY 1/24 (11668)	Edible
EFEX - DREAM BLUEBERRY - .5G DISPOSABLE	Vape
EFEX - HEAL VANILLA & MINT - .5G DISPOSABLE	Vape
EFEX - PURE CBD SOUR GUMMY	Edible
EFEX - SOCIAL PINEAPPLE & GUAVA - .5G DISPOSABLE	Vape
EMBER VALLEY - DOSI WHITE - 3.5G 1/11 (15796)	Flowers
EMBER VALLEY - ICE CREAM CAKE - 3.5G 1/11 (18881)	Flowers
ENJOYABLE - BLACKOUT BROWNIE - 100MG	Edible
ENJOYABLE - PEANUT BUTTER BROWNIE - 100MG	Edible
ENJOYABLE - PEANUT BUTTER COOKIE - 100MG	Edible
ENJOYABLE - SPACE COOKIE BROWNIE - 100MG	Edible
FADE CO - CHEM D. - 3.5G	Flowers
FRIENDLY FARMS - LLR CHERRY GELATO - .5G CART	Flowers
FRIENDLY FARMS - LLR RASPBERRY LEMONADE - .5G CART	Vape
FRIENDLY FARMS - LLR TANGIE - .5G CART	Vape
FRIENDLY FARMS X ALIEN LABS - LLR ZOOKIES - .5G CART	Vape
FUN UNCLE - SOUR HOUR POWER X BACKSEAT JACK - 1G PREROLL	Pre-Roll
FUZZIES - CBD - 3 PK PREROLL 1/17 (21482)	Pre-Roll
FUZZIES - OG KUSH - 3 PK PREROLL 1/17 (21487)	Pre-Roll
FUZZIES - OG KUSH - KING SIZED PREROLL 1/17 (21488)	Pre-Roll
FUZZIES - SUPER SILVER HAZE - 3 PK PREROLL 1/17 (21486)	Pre-Roll

Exhibit G

List of SKUs

FUZZIES - SUPER SILVER HAZE - KING SIZED PREROLL 1/17 (21485)	Pre-Roll
FUZZIES - WEDDING CAKE - 3 PK PREROLL 1/17 (21484)	Pre-Roll
FUZZIES - WEDDING CAKE - KING SIZED PREROLL 1/17 (21483)	Pre-Roll
GLASS HOUSE - HELL'S FIRE OG - 3.5G	Flowers
HEAVY HITTERS - BLUEBERRY - 1G	Vape
HIGH CALIBER - ANIMAL COOKIES - 3.5G	Flowers
HIGH CALIBER - MENDO BREATH - 3.5G	Flowers
HIGH CALIBER - WEDDING CRASHERS - 3.5G	Flowers
HONEYDEW FARMS - CUVEE COOKIES - 3.5G	Flowers
HONEYDEW FARMS - ICE CREAM CAKE - 3.5G	Flowers
HONEYDEW FARMS - MAC 1 - 3.5G	Flowers
HONEYDEW FARMS - PURPLE PUNCH - 3.5G	Flowers
HONEYDEW FARMS - SUNDAE DRIVER - 3.5G	Flowers
ISLAND - WEDDING CAKE - 3.5G	Flowers
KING PEN - GELATO - .5G	Vape
LEVEL - CALM:CBG TABLINGUAL - 3MG	Edible
LEVEL - PROTAB HYBRID - 25MG	Edible
LEVEL - PROTAB INDICA - 25MG	Edible
LEVEL - PROTAB SATIVA - 25MG	Edible
LIIL - 1:1 CBD JUICY MELON - .5G DISPOSABLE PEN	Vape
LIIL - 1:1 CBD MANGO - .5G DISPOSABLE PEN	Vape
LIIL - BIRTHDAY CAKE - .5G DISPOSABLE PEN	Vape
LIIL - BISCOTTI - .5G DISPOSABLE PEN	Vape
LIIL - BLUE BURST - .5G DISPOSABLE PEN	Vape
LIIL - BLUE DREAM - .5G DISPOSABLE PEN	Vape
LIIL - DO-SI-DOS - .5G DISPOSABLE PEN	Vape
LIIL - GDP - .5G DISPOSABLE PEN	Vape
LIIL - GELATO - .5G DISPOSABLE PEN	Vape
LIIL - HARDCORE OG - .5G DISPOSABLE PEN	Vape
LIIL - OG KUSH - .5G DISPOSABLE PEN	Vape
LIIL - PINEAPPLE EXPRESS - .5G DISPOSABLE PEN	Vape
LIIL - PREMIUM JACK - .5G DISPOSABLE PEN	Vape
LIIL - PURPLE PUNCH - .5G DISPOSABLE PEN	Vape
LIIL - SFV OG - .5G DISPOSABLE PEN	Vape
LIIL - SKYWALKER OG - .5G DISPOSABLE PEN	Vape
LIIL - SOUR DIESEL - .5G DISPOSABLE PEN	Vape
LIIL - STRAWBERRY COUGH - .5G DISPOSABLE PEN	Vape
LIIL - STRAWNANA - .5G DISPOSABLE PEN	Vape
LIIT - BERRY NICE - 3.5G	Flowers
LIIT - GRAPE SORBET - 3.5G 1/17 (19674)	Flowers
LIIT - HI JACK - 3.5G 1/11/20 (016123)	Flowers
LIIT - HI JACK - 3.5G 1/4/20 (08513)	Flowers
LIIT - KILO OG - 3.5G 1/17 (19676)	Flowers
LIIT - KING KONG - 1G PREROLL 1/11/20 (016122)	Flowers
LIIT - KING KONG - 3.5G	Flowers
LIIT - MOCHILATO - 3.5G 1/17 (19677)	Flowers
LIIT - PURPLE PUNCH - 1G PREROLL 1/11/20 (016121)	Flowers

Exhibit G

List of SKUs

LIIT - PURPLE PUNCH - 3.5G	Flowers
LIIT - PURPLE PUNCH - 3.5G 1/17 (19675)	Flowers
LIIT - RAINBOW SHERBET - 3.5G	Flowers
LIIT - STRAWNANA - 3.5G 1/11/20 (016125)	Flowers
LIIT - WHITE WALKER - 3.5G	Flowers
LIIT - WIDOW MAKER - 3.5G 1/11/20 (016126)	Flowers
MEGA - DEATH WISH - 3.5G	Flowers
MEGA - DEATH WISH - 3.5G 1/17 (19678)	Flowers
MOXIE - 510 BLACK BATTERY	Battery
MOXIE - 510 PINK BATTERY	Battery
MOXIE - GHOST OG LIVE RESIN SAUCE - .5G	Concentrate
MOXIE - GOOBERZ BADDER - 1G	Concentrate
MOXIE - LLR GS SOPHIES BANANA GELATO - .5G CART	Vape
MOXIE - LLR PAYASO GRAPE PIE - .5G CART	Vape
MOXIE - NOR CAL PURP BADDER - 1G	Concentrate
MOXIE - PERFECTA BADDER - 1G	Concentrate
MOXIE - PURPLE COOKIES BADDER - 1G	Concentrate
MOXIE - SYNERGY BANANA GELATO LIVE RESIN SAUCE - .5G	Concentrate
MOXIE - VILLAGE WEDDING PUNCH SAUCE - .5G 1/11 (15836)	Concentrate
NUG - 1:1 CBD MATCHA CHOCOLATE BAR	Edible
NUG - CANNABIS ON FIRE X TAFFIE - 3.5G	Flowers
NUG - COOKIES & CREAM CHOCOLATE - 100MG 1/17 (21480)	Edible
NUG - DAIRY QUEEN LIVE RESIN - 1G	Concentrate
NUG - DOS Y DOS LIVE RESIN - 1G	Concentrate
NUG - EGOLOSS - 3.5G	Flowers
NUG - EXTREME CREME - 3.5G	Flowers
NUG - GG4 - 3.5G	Flowers
NUG - LEMON CAKE DIAMONDS - 1G	Concentrate
NUG - MOCHA CRUNCH MILK CHOCOLATE - 100MG	Edible
NUG - SALTED ALMOND DARK CHOCOLATE - 100MG	Edible
NUG - STRAWBERRY CHEM LIVE RESIN - 1G	Concentrate
OLD PAL - HYBRID CART - .5G	Vape
PACIFIC STONE - FORBIDDEN FRUIT - 7G 1/11 (15801)	Flowers
PACIFIC STONE - PR OG - 3.5g 1/11 (15800)	Flowers
PACIFIC STONE - WEDDING CAKE - 3.5G	Flowers
PALMAS - CHEMDAWG - 1G PREROLL	Flowers
PALMAS - CHEMDAWG - 3.5G	Flowers
PALMAS - DOGTOWN - 3.5G	Flowers
PALMAS - FIRE OG - 3.5G	Flowers
PALMAS - HERIJUANA - 3.5G	Flowers
PALMAS - SOUR DIESEL - 3.5G	Flowers
PALMAS - SOUR DIESEL - 3.5G 1/11/20 (016127)	Flowers
PALMAS - SUPER SILVER HAZE - 1G PREROLL	Flowers
PALMAS - SUPER SILVER HAZE - 3.5G 1/11/20 (016128)	Flowers
PALMAS - WHITEFIRE - 3.5G	Flowers
PAPA & BARKLEY - CBD RICH 30:1 TINCTURE - 30ML	Tincture
PAPA & BARKLEY - RELEAF PATCH - CBD	Tincture

Exhibit G

List of SKUs

PAPA & BARKLEY - THC RICH 1:3 BALM - 15ML	Tincture
PARADISO - CHERRY OG - 3.5G	Flowers
PLUS PRODUCTS - 2:1 THC/CBD SOUR BLUEBERRY - 100MG	Edible
PLUS PRODUCTS - BLACKBERRY + LEMON GUMMIES - 100MG	Edible
PLUS PRODUCTS - CONCORD GRAPE GUMMIES - 100MG	Edible
PLUS PRODUCTS - TANGERINE GUMMIES - 100MG	Edible
PLUS PRODUCTS - WATERMELON - 100MG	Edible
PUNCH EDIBLES - ALMOND DARK CHOCOLATE PUNCH BAR - 90MG	Edible
PUNCH EDIBLES - MILK CHOCOLATE CARAMEL BITS PUNCH BAR - 90MG	Edible
PUNCH EDIBLES - PEANUT BUTTER DARK CHOCOLATE PUNCH BAR - 90MG	Edible
PUNCH EDIBLES - PEANUT BUTTER MILK CHOCOLATE CRUNCH PUNCH BAR - 90MG	Edible
PUNCH EDIBLES - SEA SALT DARK CHOCOLATE PUNCH BAR - 90MG	Edible
PUNCH EDIBLES - STRAWBERRY CHEESECAKE PUNCH BAR - 90MG	Edible
PUNCH EDIBLES - TOFFEE MILK CHOCOLATE PUNCH BAR - 90MG	Edible
RAW GARDEN - BANANA BREAD - .5G CART	Vape
RAW GARDEN - BATTERY	Battery
RAW GARDEN - COOKIE STOMPER SAUCE - 1G 1/11 (15813)	Concentrate
RAW GARDEN - FIRE BENDER OG - .5G CART 1/17 (21468)	Vape
RAW GARDEN - HIGH ROLLER SAUCE - 1G 1/11 (15807)	Concentrate
RAW GARDEN - KEY LIME TART - .5G CART	Vape
RAW GARDEN - LIME COOKIES SAUCE - 1G 1/11 (15810)	Concentrate
RAW GARDEN - MENDO PUNCH SAUCE - 1G 1/11 (15809)	Concentrate
RAW GARDEN - ORANGE SUNSET SAUCE - 1G 1/11 (15812)	Concentrate
RAW GARDEN - PURPLE DOSI - .5G CART 1/17 (21472)	Vape
RAW GARDEN - RASPBERRY PUNCH - .5G CART 1/17 (21471)	Vape
RAW GARDEN - SKYDOGGIE SAUCE - 1G 1/11 (15815)	Concentrate
RAW GARDEN - WUBBA PUNCH SAUCE - 1G 1/11 (15811)	Concentrate
RAW GARDEN - YOGI BERRIES - .5G CART	Vape
RAW GARDEN - ZOOKIE LAND SAUCE - 1G (15814)	Concentrate
RIVERVIEW - GG4 - 4G	Flowers
ROLLING PAPER (BLACK)	Accessories
ROLLING PAPER (WHITE)	Accessories
ROSE DELIGHTS - EXCLUSIVE SIN INDICA - 100MG	Edible
SELECT ELITE - BLACK CHERRY OG - 1G	Vape
SELECT ELITE - GRAPEFRUIT HAZE - 1G	Vape
SELECT ELITE - JACK HERER - .5G	Vape
SELECT ELITE - JACK HERER - 1G	Vape
SELECT ELITE - ORIGINAL GLUE - .5G	Vape
SELECT ELITE - TANGIE - 1G	Vape
SOURCE - TAHOE - 3.5G 1/11 (15803)	Flowers
STAFF DEAL - ALIEN LABS - AREA 41 - 3.5G	Flowers
STASH JAR (14G)	Accessories
STICKER STIIIZY WARP	Accessories
STIIIZY - 1:1 CBD JUICY MELON - .5G POD	Vape
STIIIZY - 1:1 CBD JUICY MELON - 1G POD	Vape
STIIIZY - 1:1 CBD MANGO - .5G POD	Vape
STIIIZY - 1:1 CBD MANGO - 1G POD	Vape

Exhibit G

List of SKUs

STIIIZY - ADVANCED BIIIG BATTERY	Battery
STIIIZY - BIRTHDAY CAKE - .5G POD 1/17 (11157)	Vape
STIIIZY - BIRTHDAY CAKE - 1G POD	Vape
STIIIZY - BISCOTTI - .5G POD 1/11/20 (016115)	Vape
STIIIZY - BISCOTTI - .5G POD 1/24 (11650)	Vape
STIIIZY - BISCOTTI - 1G POD	Vape
STIIIZY - BISCOTTI - 1G POD 1/17 (19657)	Vape
STIIIZY - BLUE BATTERY	Battery
STIIIZY - BLUE BURST - .5G POD 1/17 (19649)	Vape
STIIIZY - BLUE BURST - 1G POD 1/11/20 (016120)	Vape
STIIIZY - BLUE DREAM - .5G POD 1/11/20 (016113)	Vape
STIIIZY - BLUE DREAM - 1G POD	Vape
STIIIZY - BLUE DREAM - 1G POD 1/11/20 (016118)	Vape
STIIIZY - CAMO VET BATTERY	Battery
STIIIZY - CANCER ROSE BATTERY	Battery
STIIIZY - DO-SI-DOS - .5G POD 1/17 (19646)	Vape
STIIIZY - DO-SI-DOS - 1G POD	Vape
STIIIZY - GDP - .5G POD 1/17 (19645)	Vape
STIIIZY - GDP - 1G POD	Vape
STIIIZY - GELATO - .5G POD 1/11/20 (016114)	Vape
STIIIZY - GELATO - 1G POD	Vape
STIIIZY - GELATO - 1G POD 1/11/20 (016119)	Vape
STIIIZY - GOLD BATTERY	Battery
STIIIZY - HARDCORE - 1G POD 1/17 (19658)	Vape
STIIIZY - HARDCORE OG - .5G POD 1/11/20 (016116)	Vape
STIIIZY - HARDCORE OG - 1G POD	Vape
STIIIZY - LLR ICE CREAM CAKE - .5G POD 1/17 (19665)	Vape
STIIIZY - LLR ICE CREAM CAKE - 1G POD 1/17 (19669)	Vape
STIIIZY - LLR JACK HERER - .5G POD	Vape
STIIIZY - LLR KING LOUIS OG - .5G POD 1/17 (19664)	Vape
STIIIZY - LLR KING LOUIS OG - 1G POD 1/17 (19668)	Vape
STIIIZY - LLR LEMON COOKIES - .5G POD 1/17 (19667)	Vape
STIIIZY - LLR LEMON COOKIES - 1G POD 1/17 (19671)	Vape
STIIIZY - LLR LEMON TWIST - .5G POD 1/17 (19666)	Vape
STIIIZY - LLR LEMON TWIST - 1G POD 1/17 (19670)	Vape
STIIIZY - LLR SUNSET SHERBERT - .5G POD	Vape
STIIIZY - OG KUSH - .5G POD 1/24 (11652)	Vape
STIIIZY - OG KUSH - 1G POD	Vape
STIIIZY - OG KUSH - 1G POD 1/17 (19659)	Vape
STIIIZY - OG KUSH - 1G POD 1/24 (11658)	Vape
STIIIZY - ORANGE BATTERY	Battery
STIIIZY - PINEAPPLE EXPRESS - .5G POD 1/17 (19644)	Vape
STIIIZY - PINEAPPLE EXPRESS - 1G POD	Vape
STIIIZY - PINEAPPLE EXPRESS - 1G POD 1/17 (19654)	Vape
STIIIZY - PREMIUM JACK - .5G POD 1/17 (19643)	Vape
STIIIZY - PREMIUM JACK - 1G POD	Vape
STIIIZY - PURPLE PUNCH - .5G POD 1/11/20 (016117)	Flowers

Exhibit G

List of SKUs

STIIIZY - PURPLE PUNCH - 1G POD	Vape
STIIIZY - PURPLE PUNCH - 1G POD 1/17 (19660)	Vape
STIIIZY - RED BATTERY	Battery
STIIIZY - ROSE BATTERY	Battery
STIIIZY - SFV OG - .5G POD 1/17 (19650)	Vape
STIIIZY - SFV OG - 1G POD	Vape
STIIIZY - SILVER BATTERY	Battery
STIIIZY - SKYWALKER OG - .5G POD 1/17 (19651)	Vape
STIIIZY - SKYWALKER OG - 1G POD	Vape
STIIIZY - SKYWALKER OG - 1G POD 1/24 (11657)	Vape
STIIIZY - SKYWALKER OG - 1G POD 1/4/20 (14217)	Vape
STIIIZY - SOUR DIESEL - .5G POD	Vape
STIIIZY - SOUR DIESEL - 1G POD 1/4/20 (14216)	Vape
STIIIZY - SOUR TANGIE - .5G POD	Vape
STIIIZY - SOUR TANGIE - 1G POD	Vape
STIIIZY - STRAWBERRY COUGH - .5G POD 1/17/20 (19642)	Vape
STIIIZY - STRAWBERRY COUGH - 1G POD	Vape
STIIIZY - STRAWBERRY COUGH - 1G POD 1/17 (19653)	Vape
STIIIZY - STRAWNANA - .5G POD 1/17 (19647)	Vape
STIIIZY - STRAWNANA - 1G POD 1/17 (19655)	Vape
STIIIZY ASH TRAY	Accessories
STIIIZY BRIGHT CROP TOP SMALL (BLACK)	Accessories
STIIIZY CHERRY TANK TOP MEDIUM (WHITE)	Accessories
STIIIZY CLUB JACKET	Accessories
STIIIZY CROPPED ROSE HOODIE LARGE (WHITE)	Accessories
STIIIZY DAD HAT - NAVY	Accessories
STIIIZY DAD HAT - ORANGE	Accessories
STIIIZY DREAM LONG SLEEVE SHIRT - GREY - SMALL	Accessories
STIIIZY LANYARD (BLACK)	Accessories
STIIIZY LANYARD (GREEN)	Accessories
STIIIZY LANYARD (PURPLE)	Accessories
STIIIZY LANYARD (RED)	Accessories
STIIIZY LANYARD (WHITE)	Accessories
STIIIZY PATCH SHIRT - BLACK - LARGE	Accessories
STIIIZY SLIDES (SIZE 7)	Accessories
STIIIZY STAMP MEDIUM (H.GREY)	Accessories
STIIIZY- VISION (GREEN)	Accessories
THC DESIGN - MANDARIN GOD - 3.5G	Flowers
THC DESIGN - STRAWBERRY BANANA - 3.5G	Flowers
URSA - LEMON OG LIVE RESIN - 1G	Concentrate
URSA - PINK LEMONADE DIAMOND FLAKE - 1G	Concentrate
URSA - RAINBOW FLAME LIVE RESIN - 1G	Concentrate
URSA - SHERBET - 1G	Concentrate
URSA - SOUR TANGIE LIVE RESIN - 1G	Concentrate
URSA - WATERMELON - 1G	Concentrate
URSA - ZKITTLES LIVE RESIN - 1G	Concentrate
WATER PIPE (BEAKER)	Accessories
WONDERBRETT - BANANA OG - 3.5G	Flowers
WONDERBRETT - ORANGE SUNSET - 3.5G	Flowers
WONDERBRETT - PINEAPPLE OG - 3.5G	Flowers
WONDERBRETT - PINK PICASSO - 3.5G	Flowers

Exhibit H

Purchase and Sale Agreement

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PURCHASE AND SALE AGREEMENT (Solano County APN: 0037-080-060)

This PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the last date of execution set forth below (the "**Effective Date**"), by and between Gary R. Walker, Trustee of the Gary R. Walker Family Trust UTD dated January 20, 1999 ("**Seller**"), and HMC Properties, LLC, a California limited liability company ("**Buyer**").

RECITALS

A. Seller is the owner of certain real property located at 521 Railroad Avenue, Suisun City, CA 94585, commonly known as Solano County APN: 0037-080-060, as more fully described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Land**").

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Land and related assets described further below, on the terms set forth herein.

AGREEMENT

Based upon the above Recital, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE

1.1 Assets Transferred. Subject to the terms and conditions set forth herein, at the Closing (as hereinafter defined), Seller shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title, and interest in and to the following:

- (a) the Land;
- (b) all, improvements, including without limitation, buildings, structures, electrical and lighting equipment and fixtures, landscaping, if any, placed, constructed, or installed on or affixed to the Land (collectively, the "**Improvements**");
- (c) (1) all enclosures of the Land or any part thereof including, without limitation, all fences, gates, shuts, posts, wires, poles, barbed wire and electric wire, and (2) all electric, gas and water lines and related equipment located on the Land, including without limitation, transformers, circuit breakers, switch boxes, fuse and breaker panels, regulators, cut on/off valves, wiring and pipes, (collectively, the "**Property Assets**");
- (d) all entitlements, development rights, air rights, licenses and permits relating to the Land (collectively, the "**Entitlements**");
- (e) all easements, rights of way, privileges, transferable licenses, appurtenances and other rights and benefits of Seller belonging to Seller in any way related to the Land ("**Appurtenances**");
- (f) all furniture, fixtures, equipment, supplies, materials and tangible personal property located on or used in connection with the Land (the "**Personalty**");
- (g) all architectural, mechanical, engineering, as-built and other plans, specifications and drawings in Seller's possession or control (the "**Property Plans**");



Page 1



Exhibit H

Purchase and Sale Agreement

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(h) all surveys (including any ALTA survey) and all soil, environmental, water, engineering, archeological, historical, production or other reports or studies, whether completed or in progress, in Seller's possession or control (the "**Reports**");

(i) all transferable or assignable warranties, representations, guaranties, contract rights and miscellaneous rights (the "**Warranties**") relating to the ownership, development, use and operation of the Property; and

(j) all rights in and to any and all oil, gas, natural gas and other mineral rights on, of, or relating to, the land (collectively ("**Mineral Rights**") and, together with the Land, Improvements, Property Assets, Entitlements, Appurtenances, Personalty, Property Plans, Reports, and Warranties are collectively referred to herein as the "**Property**."

1.2 **No Assumed Contracts.** It is expressly understood and agreed that Buyer shall not be liable for any of the debts, obligations, or liabilities of Seller of any kind under any contract related to the Property and that Seller shall remain liable and responsible for any and all of its debts, obligations, and liabilities not expressly assumed by Buyer under this Agreement.

ARTICLE II

PURCHASE PRICE

2.1 **Amount.** The purchase price (the "**Purchase Price**") for the Property shall be one million seven hundred thousand dollars (\$1,700,000).

2.2 **Deposit.** The parties hereby acknowledge and agree that Buyer has already delivered to Seller the sum of twenty-five thousand dollars (\$25,000) as a non-refundable deposit (the "**Deposit**"). The Deposit is non-refundable. In the event the sale of the Property is consummated, the Deposit shall be applied to the Purchase Price.

2.3 **Payment of Purchase Price.** The balance of the Purchase Price shall be paid as follows:

(a) **Cash Payment.** No later than 24 hours prior to the Closing, Buyer shall deposit with the Escrow Holder the sum of one hundred seventy thousand dollars (\$170,000), to which the Deposit shall be credited, plus all sums required to be paid by Buyer hereunder to pay all Closing costs, prorations, fees, reimbursements, or otherwise called for herein, in cash, by wire transfer or by certified or cashier's check (the "**Cash Payment**").

(b) **Promissory Note.** No later than 24 hours prior to the Closing, Buyer shall deposit with the Escrow Holder a secured promissory note in favor of Seller in the principal amount of one million five hundred thirty thousand dollars (\$1,530,000) in substantially the same form as **Exhibit B** attached hereto (the "**Promissory Note**").

2.4 **Purchase Price Allocation.**

(a) On or before the Closing Date, Buyer and Seller shall reasonably allocate the Purchase Price among the Purchased Assets in accordance with Internal Revenue Code §1060 and the Treasury Regulations promulgated thereunder and shall, when completed, be inserted on **Exhibit "B"**.

(b) Seller and Buyer agree to prepare and file all federal, state, local and foreign tax returns and other filings reflecting this transaction on a basis consistent with such allocation, and to cooperate with each other in good faith in preparing any and all statements required to be included in their respective tax returns reflecting such allocation.




Exhibit H

Purchase and Sale Agreement

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ARTICLE III

TITLE MATTERS; DELIVERIES; DISCLOSURES; INVESTIGATIONS; "AS-IS"

3.1 **Delivery of Title Report.** Within five (5) days of the Effective Date, Buyer shall cause Placer Title Company ("**Escrow Holder**") located at 1300 Oliver Road, Suite 120, Fairfield, CA 94534, to deliver to Buyer a current preliminary title report on the Property (the "**Title Report**"), together with copies of all underlying documents referenced as exceptions in the Title Report.

3.2 **Seller's Deliveries.** Within five (5) days after the Effective Date, Seller shall make available for Buyer's review the following information and documents to the extent in Seller's possession or control: (i) all architectural plans, engineering plans, improvement plans, surveys and specifications; (ii) any environmental or archeological site assessment; (iii) any governmental or city notices related to the Property; (iv) Hazardous Substances or substances reports (including, without limitation, all reports, data, remedial actions, and any engineering studies or surveys which may exist concerning the Property; (v) a copy of property tax assessments and bills relating to the Property; (v) all permits, studies (including archeological studies), reports, development agreements, conditions of approval, utility contracts, appurtenances and/or approvals associated with the Property; and (vi) all leases (including mineral leases), contracts, easements, contracts, deeds and agreements, including any side letters or amendments thereto, pertaining to the Property. The parties acknowledge and agree that Seller has no obligation to provide Seller with any other information or documents, unless Buyer makes a reasonable request for such additional information or documents in writing. Seller shall respond to any such additional request within five (5) days of such request. All documents delivered hereunder are delivered to Buyer without representation or warranty by or recourse against Seller or any of Seller's executors, administrators, trustees, conservators, spouse, beneficiaries, members, managers, partners, shareholders, directors, officers, employees, agents, attorneys, representatives, affiliates, successors, and assigns (collectively, "**Agents**") (and Buyer hereby releases the same from and against any obligation or liability in connection therewith). On termination of this Agreement for any reason, Buyer shall promptly return to Seller, or destroy (in Seller's discretion) all documents delivered hereunder and other information, of whatever nature and in whatever form, heretofore or hereafter delivered by Seller, without any copies being retained by Buyer, unless such retention is reasonably necessary and appropriate for any claims which Buyer may hold against Seller. In any such event, and as a covenant which shall survive the termination of this Agreement, all such information, as well as the terms of this Agreement, shall be treated by Buyer as confidential and none of it shall be disclosed by Buyer to any other party thereafter for any purpose or in any context, except as provided in Section 10.9. In the event of a termination of this Agreement for any reason other than a default by Seller, Buyer shall, and as a covenant which shall survive the termination of this Agreement, within five (5) business days thereafter, provide Seller with copies of all reports, plans, studies, applications, and other written documents relating to the Property, or any portion thereof, that have been prepared by or for Buyer in connection with this Agreement, without representation or warranty of any kind as to the truth or accuracy thereof. The foregoing obligation of Buyer shall supersede Section 10.9 and Seller shall not be required to destroy any such documents.

3.3 **Access by Buyer.** At Buyer's sole cost and expense, Buyer and Buyer's Agents shall have the right, upon no less than two (2) business day's prior notice to Seller, to enter upon the Property at all reasonable times in order to conduct such inspections, tests, or studies as Buyer may deem appropriate, excluding invasive investigations (unless Seller has previously consented thereto in writing; provided, however, (i) such consent may be granted or withheld by Seller in its reasonable discretion, and (ii) any such Seller consent shall be subject to and conditioned upon any additional covenants and conditions that Seller, in its sole and absolute discretion, may elect to impose in connection therewith); except that any such entry shall be coordinated with Seller or Seller's Agents in control of the Property. Except for any damages which are the result of the willful or negligent act of Seller, any damage caused to the Property in connection with any inspection, test, or study shall be promptly and fully repaired by Buyer and the Property returned to its prior condition, all at Buyer's cost. Buyer shall keep the Property free and clear of any mechanic's liens or materialmen's liens arising out of any of Buyer's activities or those of its Agents. Buyer hereby agrees to indemnify, defend, and hold Seller harmless from and against any and all loss, cost, liability, or expense arising out of the acts or omissions of Buyer and/or its Agents in connection with any such entry, inspection, test, study, or other activity, including without limitation all legal expenses incurred by Seller in connection therewith. The indemnity provided herein shall survive the Closing and any termination of this Agreement.



Page 3



Exhibit H

Purchase and Sale Agreement

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3.4 **Due Diligence.** On or before the the date which is forty-five (45) days from the Effective Date (the “**Due Diligence Deadline**”), Buyer shall have completed any and all due diligence activities which Buyer may choose to conduct or commission, including without limitation, a review of any documents or disclosures provided by Seller, any other documents made available to Buyer, the condition of title to the Property as disclosed by the Title Report, the condition of the improvements located on the Property and all operating systems relating thereto, the presence of Hazardous Materials (as defined below), if any, the Property’s compliance with laws and government regulations, and the development potential (or lack thereof) of the Property, including any federal, state, and/or local permitting and/or licensing requirements for Buyer’s intended use of the Property, and any and all other matters of similar or dissimilar nature relating in any way to the Property or Buyer’s purchase of the Property (collectively, the “**Due Diligence**”). Notwithstanding anything to the contrary contained herein, Buyer shall not contact any governmental authority having jurisdiction over the Property with respect to the Property, other than in connection with Buyer’s due diligence evaluation of the Property to verify zoning and/or compliance matters, without providing prior written notice to Seller and providing Seller with an opportunity to have a representative of Seller participate in any conversations with such governmental authority; provided, however, that if Seller is not able to so participate, Buyer agrees to notify Seller in reasonable detail of the content of any such conversations.

3.5 **Buyer’s Right to Terminate.** Buyer may terminate this Agreement at any time prior to 5:00 P.M. (Pacific Time) on the Due Diligence Deadline by delivering written notice thereof to Seller and Escrow Holder, whereupon this Agreement shall terminate. In the event that Buyer fails to timely terminate this Agreement pursuant to the terms of this Section, Buyer shall be deemed to have approved its Due Diligence and, except as otherwise provided herein, waived its right to terminate this Agreement.

3.6 **Results of Investigations.** In the event this Agreement terminates and the Closing does not occur, Buyer shall within five (5) business days of said termination, deliver to Seller copies of all third party written reports, studies and results of tests and investigations obtained or conducted by Buyer with respect to the physical condition of the Property (the “**Buyer’s Due Diligence Reports**”). This obligation will survive any termination of this Agreement.

3.7 **Disapproved Matters.** Notwithstanding anything in this Agreement to the contrary, Buyer may, at any time prior to 5:00 P.M. (Pacific Time) on the Due Diligence Deadline object to and notify Seller and Escrow Holder in writing (“**Buyer’s Title Notice**”) of any title exceptions noted in the Title Report which Buyer contends are unacceptable (“**Disapproved Matters**”). Buyer’s failure to give Buyer’s Title Notice on or before the Disapproved Matters Date shall be deemed Buyer’s approval of title to the Property. All title exceptions set forth in the Title Report approved by Buyer shall constitute “**Permitted Exceptions**.” If Buyer’s Title Notice disapproves of any matter of title shown in the Title Report, Seller shall, within five (5) days after it receives Buyer’s Title Notice, notify Buyer and the Escrow Holder in writing (“**Seller’s Title Notice**”) of those disapproved title matters, if any, which Seller is unwilling or unable to have eliminated from title to the Property by or before Closing. Seller’s failure to give Seller’s Title Notice shall be deemed Seller’s election not to eliminate the Disapproved Matters. If Seller elects (or is deemed to elect) not to remove any Disapproved Matters, Buyer then shall elect, by written notice to Seller and Escrow Holder, within three (3) days after it receives Seller’s Title Notice, or the date such notice was due if not given, whichever is later, either (i) to terminate this Agreement or (ii) waive Buyer’s disapproval of such Disapproved Matters (in which case, such Disapproved Matters shall be deemed Permitted Exceptions). Buyer’s failure to take either of the actions described in subsections (i) or (ii) above shall be deemed to be Buyer’s election to take the action described in subsection (ii) above. In the event the Agreement is canceled pursuant to this Section, the parties shall have no further obligations under this Agreement, except as otherwise provided herein. Notwithstanding the foregoing, subject to the terms and conditions of this Agreement, Seller agrees to deliver title to the Property at Closing free and clear of monetary liens of any deeds of trust and/or mortgages created by Seller or any other monetary encumbrances affecting the Property (except for the Promissory Note and Seller’s Deed of Trust (both as defined below) and non-delinquent taxes and assessments – all of which are also deemed “**Permitted Exceptions**”), which monetary liens Seller shall cause to be released at or prior to the Closing (with Seller having the right to apply the Purchase Price or a portion thereof for such purpose), and further agrees (i) to satisfy and pay current, as of the Closing Date, all liens for general and special real estate taxes and installment payments of special assessments; and (ii) provide Escrow Holder with all reasonable documents necessary to insure the Property’s title and issue the Title Policy (as defined below).




Exhibit H

Purchase and Sale Agreement

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3.8 Title Policy. At the Closing, Escrow Holder shall issue a CLTA or ALTA standard coverage owner's policy of title insurance (or at Buyer's election, an ALTA extended coverage policy) with coverage in the amount of the Purchase Price, insuring fee simple title to the Property vested in Buyer, subject only to the Permitted Exceptions (the "Title Policy").

3.9 Acceptance of Property "As-Is". Except as otherwise set forth in this Agreement including, without limitation, Seller's express representations and warranties, Seller hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present, or future, of, as to, or concerning (i) the nature and condition of the Property, including, but not by way of limitation, the water, soil, geology, environmental conditions (including the presence or absence of any Hazardous Materials (defined below)), and the suitability thereof for any and all activities and uses which Buyer may elect to conduct thereon; (ii) the nature and extent of any right-of-way, easement, lease, possessory interest, lien, encumbrance, license, reservation, condition, or otherwise; and (iii) the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body. Buyer specifically acknowledges and agrees that the Property is being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the Closing Date (as defined below) and that Seller has expressly disclaimed any other warranties, representations, or guarantees, whether express or implied, including without limitation any warranties as to merchantability or fitness for any particular purpose. Except as otherwise provided in this Agreement, Buyer is relying solely upon, and has completed its own independent inspection, investigation, and analysis of the Property as it deemed necessary or appropriate in entering into this Agreement, including, without limitation, any and all matters concerning the condition, use, and/or sale of the Property. As used herein (i) "Hazardous Materials" means (x) asbestos and (y) any substance, material, or waste which is classified or regulated as being "toxic" or "hazardous," or a "pollutant" or which is similarly designated, classified, or regulated, under any Environmental Law, and (ii) "Environmental Law" means any and all federal, state, or local laws, statutes, ordinances, orders, permits, licenses, approvals, authorizations, or regulations relating to human health, the environment, natural resources, worker health and safety, or any hazardous substances, including without limitation the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986), 42 U.S.C. Section 9601 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651, the Hazardous Substances Transportation Act, 49 U.S.C. Sections 1801 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300f et seq.; and all state and local laws, laws of other applicable jurisdictions or orders and regulations (including without limitation California's Safe Drinking Water and Toxic Enforcement Act of 1986, ch. 6.6 of Cal. Health & Safety Code) relating to such matters, and all common law principles applicable thereto (including, without limitation, nuisance and trespass).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following matters are true and correct as of the Effective Date and will be true and correct as of the Closing Date. Seller shall notify Buyer in writing promptly if Seller becomes aware that any representation or warranty has become untrue in light of information obtained by Seller after the Effective Date.

(a) Validity of Agreement. This Agreement is valid and binding upon Seller in accordance with its terms, except to the extent that enforcement hereof may be limited by applicable bankruptcy, moratorium, insolvency or other similar laws affecting creditor's rights generally and general equitable principles.

(b) Authority. Seller is the owner of fee title to the Property and has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement.

(c) No Liens. Except for the leases disclosed below, the Property is free and clear of all liens, encumbrances, and/or contracts for sale, and Seller has clear marketable title to the Property, except for the Permitted




Exhibit H

Purchase and Sale Agreement

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Exceptions. To Seller's actual knowledge, there are no unrecorded easements, unrecorded mechanics' lien claims, unrecorded taxes and assessments, or prescriptive easements affecting the Property.

(d) No Litigation. Seller has not received any actual (as opposed to constructive) notice of pending or threatened litigation which would materially and adversely affect the Property, or Seller's ability to perform its obligations under this Agreement.

(e) Notice of Violations. Seller has not received any written notice from any governmental authority of any violation of any law, regulation, or code, including any building code, with respect to the Property which has not been cured.

(f) Foreign Person. Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, and Seller will furnish a FIRPTA Certificate to Buyer prior to the Closing.

(g) All lease agreements affecting the Property, including the Lease (defined below) and the Cell Tower Leases (defined below), including all materials terms thereof, have been disclosed to Buyer and that Seller will use best efforts to ensure that such agreements will remain in full force and effect, free from amendment, termination, or cancellation from the Effective Date through the Closing Date, and that in the event the tenant under the Lease is in default, is subject to potential termination or expiration, or if a request to modify the terms of any of the Lease is made, that such information will be provided to Buyer and no extensions, modification, notices of default, amendments or any other changes whatsoever will be made to the Lease without Buyer's express written approval, which approval will not be unreasonably withheld. Buyer acknowledges that if the tenant is in payment default under the Lease, Seller shall have the right in its sole discretion to terminate the Lease.

(h) Brokers. There are no brokers or other intermediaries representing Seller who are entitled to receive broker's commissions or fees, compensation, or otherwise, with respect to the sale of the Property.

If, prior to the Closing, Buyer obtains actual knowledge of information that contradicts any of the foregoing representations or warranties, or renders any representation or warranty untrue or incorrect, and Buyer nevertheless consummates the transaction contemplated by this Agreement, Seller shall have no liability under such representation and warranty to the extent rendered inaccurate by such information.

4.2 Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller that the following matters are true and correct as of the Effective Date and will be true and correct as of the Closing Date. Buyer shall notify Seller in writing immediately if Buyer becomes aware that any representation or warranty has become untrue in light of information obtained by Buyer after the Effective Date.

(a) Validity of Agreement. This Agreement is valid and binding upon Buyer in accordance with its terms, except to the extent that enforcement hereof may be limited by applicable bankruptcy, moratorium, insolvency or other similar laws affecting creditor's rights generally and general equitable principles.

(b) Authority. Buyer has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement.

(c) Sufficiency of Funds. Buyer has access to immediately available funds sufficient to complete the acquisition of the Property. Buyer's obligation to acquire the Property shall not be subject to any financing condition or financing contingency.

(d) Brokers. There are no brokers or other intermediaries representing Buyer entitled to receive broker's commissions or fees, compensation, or otherwise, with respect to the sale of the Property.




Exhibit H

Purchase and Sale Agreement

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ARTICLE V

LEASES

5.1 WPCS Lease. The Property is currently subject to that certain AIR Commercial Real Estate Association Lease between Seller, as lessor, and WPCS International, Suisun City Operations Inc., dated January 13, 2011 (the "Lease"). Seller shall provide Buyer with a copy of the Lease within five (5) days of the Effective Date. From and after the Closing Date, Buyer, as lessor, shall be bound by the terms of the Lease and shall accept and assume all responsibilities of Seller, as lessor, pursuant to the terms and conditions of the Assignment of Lease attached hereto as Exhibit C (the "Lease Assignment").

5.2 Cell Tower Leases and Subdivision. A portion of the Property, as highlighted on the map attached as Exhibit D (the "Cell Tower Section"), is currently leased to one or more cell tower tenants (collectively, the "Cell Tower Leases"). Seller shall provide Buyer with a copy of the Cell Tower Leases within five (5) days of the Effective Date. The parties intend that the following provisions shall govern the Cell Tower Leases and the Cell Tower Section:

(a) Subdivision of Cell Tower Section. Seller shall beginning on the Effective Date, promptly endeavor to subdivide the Property so that the Cell Tower Section is separated into a separate legally created parcel distinct from the remainder of the Property (the "Cell Tower Parcel"). The parties intend that the Cell Tower Parcel shall not be sold to Buyer pursuant to the terms of this Agreement, however, the parties acknowledge that the Cell Tower Parcel might not be subdivided before the Closing Date. If Seller is unsuccessful in subdividing the Cell Tower Parcel before the Closing Date, (i) Seller shall assign the Cell Tower Lease to Buyer on terms substantially similar to those in the Lease Assignment, (ii) Buyer shall ground lease the Cell Tower Parcel to Seller for 99 years at \$1 per year rent, (iii) Buyer will assign the Cell Tower Lease back to Seller as sublandlord, and (iv) if Seller succeeds in subdividing the Cell Tower Parcel (either before or after the Closing Date), the ground lease to Seller will terminate and Seller will continue as landlord on the Cell Tower Lease. Buyer shall reasonably cooperate with Seller in Seller's efforts to subdivide the Cell Tower Parcel and to obtain the Cell Tower Lease tenants' cooperation and consent with the transactions described above.

ARTICLE VI

PERMITTING

6.1 Permitting. In connection with the acquisition of the Property, Buyer shall apply for local and state permits and registrations for the retail sale of cannabis in Suisun City, California and will apply for all other licenses and permits required for the operation of a retail cannabis dispensary at the Property (the "Permits"). Buyer shall be solely and exclusively responsible for all costs and expenses associated with the Permits, including the related applications. Buyer shall not contact any governmental authority having jurisdiction over the Property with respect to the Permits without providing prior written notice to Seller and providing Seller with an opportunity to have a representative of Seller participate in any conversations with such governmental authority; provided, however, that if Seller is not able to so participate, Buyer agrees to notify Seller in reasonable detail of the content of any such conversations.

6.2 No Representations. Seller does not endeavor pursuant to the terms of this Agreement to provide Buyer with any legal advice, services, or otherwise, in connection with Buyer's application, pursuit of the Permits, or intended use of the Property as a marijuana retail dispensary. Buyer is hereby advised that all applications and requirements, legal or otherwise, should be reviewed and approved by a licensed attorney. Seller disclaims any responsibility for the success of Buyer's efforts to obtain the Permits, and makes no representations, warranties, guarantees, or otherwise, as to the availability of the Permits, the potential, if any, for Buyer to receive such Permits, or the legality of Buyer's acts in pursuing the Permits. Further, and regardless of whether the Permits are obtained and the Property is sold pursuant to the terms of this Agreement, Seller makes no representations, warranties, guarantees, or otherwise, pertaining to the legality of selling marijuana or operating a marijuana dispensary at the Property.

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Page 7

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Exhibit H

Purchase and Sale Agreement

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6.3 Cooperation. Without modifying Section 6.2, Seller shall reasonably cooperate, to the extent that Seller believes such cooperation to be lawful, with Buyer in connection with Buyer's pursuit of the Permits. Buyer shall reimburse Seller for all costs and expenses incurred by Seller in connection with Seller's cooperation with Buyer pursuant to this Article.

6.4 Termination for Failure to Obtain Permits. Notwithstanding anything herein to the contrary, if Buyer has not obtained the Permits by the one (1) year anniversary of the Effective Date, either party may terminate this Agreement immediately upon written notice to the other.

ARTICLE VII

CONDITIONS TO PARTIES' OBLIGATIONS

7.1 Conditions to Buyer's Obligations. The obligation of Buyer to perform its obligations under this Agreement is subject to the satisfaction at or prior to the Closing Date (unless otherwise specifically indicated to the contrary) of the following conditions unless waived by Buyer in its sole discretion:

(a) No Termination. Buyer has not terminated this Agreement in accordance with Article III or Section 9.4 of this Agreement within the time periods provided in such Article or Section.

(b) Accuracy of Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true and accurate in all respects as of the Effective Date and on and as of the Closing Date and Seller shall have not materially breached any of its covenants hereunder.

(c) Pre-Closing Obligations. Seller shall have performed all obligations required to be performed by it pursuant to this Agreement.

(d) Deliveries. Seller shall have delivered to Title Company the items described in Section 8.3.

(e) No Bar. There shall not be in effect any judgment, decree or order of any court or administrative body of competent jurisdiction, nor shall there have been any action, suit, proceeding or known investigation instituted or threatened in writing, nor shall any law or regulation have been enacted as a result of the consummation of the transactions contemplated hereby.

(f) Title Policy. Evidence of title in Buyer shall be confirmed by the issuance at the Closing Date by the Title Company to Buyer of the Title Policy in the amount of the Purchase Price allocated to the Land, Improvements and Property Assets, subject only to the Permitted Exceptions approved by Buyer, with such endorsements as Buyer shall reasonably request (the "**Title Policy**").

(g) Releases. All liens or security interests in the Property that have been created in favor of any financial institution, lender or any other person to secure any monetary indebtedness of Seller shall have been released, and evidence of such release shall have been filed with the Secretary of State or such governmental authority as is appropriate with respect to such lien or security interest.

(h) Receipt of Permits. Buyer shall have received the Permits from the requisite governmental agencies.

(i) No Litigation. There shall not be any suit, action or other proceeding by any private party or governmental agency or authority pending before any court or governmental agency, or threatened in writing to be filed or initiated against, either (i) challenging or seeking to prohibit the consummation of the transaction contemplated by this Agreement, or (ii) seeking a material amount of damages or other relief from Seller in connection with the Property, or consummation of said transaction.



Page 8



Exhibit H

Purchase and Sale Agreement

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The conditions set forth in this Section 7.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times prior to the termination of this Agreement, Buyer may waive any of these conditions in its sole discretion and proceed with the Closing. In the event of a failed condition described in Sections 7.1(b)-(e) and/or 7.1(g) hereof (any of the foregoing being a “**Seller Default**”), then Buyer shall have the rights set forth in Section 10.1 (Default) hereof.

7.2 Conditions to Seller’s Obligations. The obligation of Seller to perform its obligations under this Agreement is subject to the satisfaction at or prior to the Closing Date of the following conditions unless waived by Seller in its sole discretion:

(a) No Termination. Buyer has not terminated this Agreement in accordance with Article III or Section 9.5 of this Agreement within the time periods provided in such Article or Section.

(b) Accuracy of Representations and Warranties. The representations and warranties of Buyer contained in this Agreement shall be true and accurate in all respects as of the Effective Date and on and as of the Closing Date.

(c) Pre-Closing Obligations. Buyer shall have performed all obligations required to be performed by it pursuant to this Agreement.

(d) Deliveries. Buyer shall have delivered to Title Company the items described in Section 8.4.

The conditions set forth in this Section 7.2 are solely for the benefit of Seller and may be waived only by Seller. At all times prior to the termination of this Agreement, Seller may waive any of these conditions in its sole discretion and proceed with the Closing.

ARTICLE VIII

CLOSING

8.1 Closing. The consummation of the purchase and sale of the Property (“**Closing**”) shall take place at the offices of Escrow Holder set forth above, at 10:00 a.m., local time, on the earlier to occur of (1) the date which is thirty (30) days after Buyer receives the Permits; (2) the one (1) year anniversary of the Effective Date; or (3) an earlier date as agreed to by the parties (the “**Closing Date**”). The parties agree that they shall take such actions, including the delivery of documents, in order to facilitate completion on the Closing Date of all of the transactions contemplated hereby.

8.2 Escrow. Within two (2) business days after the Effective Date, the parties shall deposit this Agreement with Escrow Holder and this Agreement shall serve as instructions to Escrow Holder for consummation of the purchase and sale of the Property contemplated hereby. Buyer and Seller agree to execute such additional and supplementary escrow instructions as may be necessary or appropriate to enable Escrow Holder to comply with the provisions of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any additional or supplementary escrow instructions, the provisions of this Agreement shall control. As used herein, the phrase “**business days**” or “**business day**” shall refer to any day which is not a Saturday, Sunday, or legal holiday.

8.3 Seller’s Deliveries at Closing. Seller shall deliver to Escrow Holder the following items at least one (1) business day before the Closing Date:

(a) A duly executed and acknowledged Grant Deed conveying the Property (as adjusted if needed for the Cell Tower Parcel subdivision) to Buyer free and clear of all claims, liens, and encumbrances (except the Permitted Exceptions) (the “**Grant Deed**”);

(b) An affidavit stating that Seller is not a “foreign person” under IRC Section 1445(f)(3);




Exhibit H

Purchase and Sale Agreement

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- (c) A duly executed California Form 593-C;
- (d) A duly executed original of the Lease Assignment;
- (e) A duly executed original of the Cell Tower Lease Assignment and Cell Tower Sublease (if applicable);
- (f) Any affidavits or documents required of Seller by Escrow Holder to issue the Title Policy;
- (g) Seller's share of the Closing costs as described in Section 7.6 – *Costs and Expenses* or instructions to Escrow Holder to deduct same from the Cash Payment; and
- (h) Such other documents and sums as might be reasonably required to be delivered or paid by Seller to carry out the transactions described in this Agreement.

8.4 Buyer's Deliveries at Closing. Buyer shall deliver to Escrow Holder the following items at least one (1) business day before the Closing Date:

- (a) All sums due under Article III;
 - (b) A duly executed original of the Promissory Note;
 - (c) A duly executed original deed of trust securing Buyer's obligations under the Promissory Note in substantially the same form as the deed of trust attached hereto as **Exhibit E ("Seller's Deed of Trust")**;
 - (d) A duly executed original of the Lease Assignment;
 - (e) A duly executed original of the Cell Tower Lease Assignment and Cell Tower Sublease (if applicable);
- and
- (f) Such other documents and sums as might be reasonably required to be delivered or paid by Buyer to carry out the transactions described in this Agreement.

8.5 Costs and Expenses.

(a) Closing Costs. All fees, costs, and expenses incurred by Seller or Buyer in connection with, relating to, or arising out of the execution, delivery, and performance of this Agreement and the other agreements contemplated herein and the consummation of the transactions contemplated hereby and thereby shall be borne as follows:

- (i) all sales, transfer, or use taxes and assessments arising solely from the sale or transfer of the Property shall be paid by Seller;
- (ii) the cost of the standard Title Policy shall be paid by Seller;
- (iii) the added cost of an extended coverage Title Policy, if requested by Buyer, and any endorsements requested by Buyer, shall be paid by Buyer;
- (iv) all recording and escrow fees shall be paid by Buyer;
- (v) Escrow Holder's charges shall be shared equally by Buyer and Seller;
- (vi) Seller shall pay any other costs and expenses allocated to Seller pursuant to this Agreement;
- (vii) Buyer shall pay any costs and expenses allocated to Buyer pursuant to this Agreement; and
- (viii) all other closing costs, if any, shall be split in accordance with customary practices of Solano County, California.



Page 10



Exhibit H

Purchase and Sale Agreement

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(ix) Taxes. Escrow Holder shall prorate real and personal property taxes, bonds, or assessments and other appropriate on-going expenses related to the Property as of the Closing Date, and such prorations shall be set forth on the Closing Statement (as defined below) and agreed prior to the Closing. Seller shall be entitled to any refundable deposits or bonds held by any utility, governmental agency, or service contractor with respect to the Property, and Buyer shall be responsible for posting any new deposits or bonds required by any such entity for the Property. In addition, Seller shall be entitled to any refund of property taxes applicable to the Property and attributable to the period prior to the Closing Date received by Seller or Buyer after the Closing Date. If the amount of any proration cannot be determined at the Closing, the adjustments will be made between the parties as soon after Closing as possible. Buyer shall be responsible for all property taxes applicable to the Property and attributable to the period from and after the Closing Date.

8.6 Closing Procedures. Escrow Holder will close the escrow when it is in a position to issue the Title Policy and has received from the parties the items required of each. Escrow Holder will close escrow by doing the following:

- (a) Recording the Grant Deed in the Official Records of the Solano County Recorder;
- (b) Recording Seller's Deed of Trust in the Official Records of the Solano County Recorder;
- (c) Delivering to Buyer the Title Policy and a closing statement for the escrow consistent with this Agreement (the "Closing Statement") and any refund due Buyer;
- (d) Delivering to Seller and Buyer a fully-executed copy of the Lease Assignment and, if applicable, the Cell Tower Lease Assignment and Cell Tower Sublease, along with the original signature pages of the other party for such documents;
- (e) Delivering to Seller the amount due Seller as shown on the Closing Statement;
- (f) Delivering to Seller the original Promissory Note as executed by Buyer; and
- (g) Delivering to Seller and Buyer a conformed copy of the recorded Seller's Deed of Trust as executed by Buyer.

8.7 Possession. Seller shall deliver possession of the Property, subject to the leases, to Buyer on the Closing Date.

8.8 Real Estate Reporting Person. Escrow Holder is designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Holder shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Holder shall file a Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

ARTICLE IX

INDEMNIFICATION AND CASUALTY

9.1 Survival. Except as expressly provided to the contrary in this Agreement, the representations, warranties, covenants, and agreements of the parties made in this Agreement shall survive (and not be affected in any respect by) the Closing for a period of 12 months.

9.2 Indemnification by Seller. Subject in all cases to the limits of this Section, Seller shall be responsible for, and hereby agrees to indemnify, defend, protect and hold harmless Buyer and its Agents (each a "Buyer Indemnified Party"), at all times from and after the Closing Date against all losses (including diminution in value), claims, damages, liabilities, taxes, actions, suits, proceedings, demands, assessments, adjustments, costs, deficiencies and expenses excluding any and all consequential losses and any and all consequential and special damages ("Losses") (including without limitation reasonable attorneys' and experts' fees and expenses of investigation) to the extent arising from or related to (i) any failure, inaccuracy or breach of any representation or warranty of Seller contained in this Agreement;




Exhibit H

Purchase and Sale Agreement

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(ii) any breach or non-fulfillment of any covenant or agreement made by Seller in this Agreement; and/or (iii) Seller's use or operation of the Property prior to the Closing Date. The term "**Losses**" is not limited to matters asserted by third parties against a Buyer Indemnified Party, but includes Losses incurred or sustained by a Buyer Indemnified Party in the absence of third party claims.

9.3 **Indemnification by Buyer.** Subject in all cases to the limits of this Section, Buyer shall indemnify, defend and hold harmless Seller and its Agents (each a "**Seller Indemnified Party**") at all times from and after the Closing Date from and against all Losses (including without limitation reasonable attorneys' and experts' fees and expenses of investigation) to the extent arising from or related to (i) any failure, inaccuracy or breach of any representation or warranty of Buyer contained in this Agreement, (ii) any breach or non-fulfillment of any covenant or agreement made by Buyer in this Agreement, (iii) Buyer's use or operation of the Property after the Closing Date, and/or (iv) civil or criminal (to the extent legally permissible) liability related to Buyer's application and pursuit of the Permits, sale of marijuana, and/or Buyer's use, or intended use, of the Property as a marijuana retail dispensary. The term "**Losses**" is not limited to matters asserted by third parties against a Seller Indemnified Party, but includes Losses incurred or sustained by a Seller Indemnified Party in the absence of third party claims.

9.4 **Casualty.** In the event of damage to or destruction of the Property prior to the Closing Date (ordinary wear and tear excepted), Buyer may elect to either (i) terminate this Agreement upon written notice to Seller if the damage and destruction is a Material Loss (as hereinafter defined), or (ii) consummate this Agreement, in which event Seller shall pay or credit to Buyer any and all insurance proceeds payable by reason of such damage or destruction plus the amount of the deductible, or shall assign Seller's rights to such proceeds to Buyer. As used herein, "**Material Loss**" means any damage or destruction of the Property that will materially interfere with Buyer's use of the Property after the Closing; provided that in no event will damage or destruction in the amount of less than one hundred thousand dollars (\$100,000.00) constitute a Material Loss.

ARTICLE X

DEFAULT

10.1 **Seller Default.** If Seller shall have failed to close escrow and sell the Property to Buyer on the terms and provisions contained herein within the time for performance as specified herein, Buyer shall have all rights and remedies hereunder, at law or in equity including, without limitation, the right to collect damages and/or to seek specific performance. In such event, the parties hereto agree that specific performance would be an appropriate remedy in response to a Seller default under this Agreement.

10.2 **Buyer Default.** If Buyer shall have failed to close escrow and buy the Property from Seller on the terms and provisions contained herein within the time for performance as specified herein, Seller shall have all rights and remedies hereunder, at law or in equity including, without limitation, the right to collect damages, in addition to the Deposit, and/or to seek specific performance. In such event, the parties hereto agree that specific performance would be an appropriate remedy in response to a Buyer default under this Agreement.

ARTICLE XI

GENERAL PROVISIONS

11.1 **Expenses of the Parties.** Except as otherwise expressly provided in this Agreement, each party shall pay all of its own expenses incurred in connection with the preparation, negotiation, authorization, and consummation of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel, and accountants.

11.2 **Further Assurances.** The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement, whether before or after Closing, upon the request of the other party.

11.3 **Notices.** All notices, requests, consents, demands, waivers or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (a) on the date of service if served

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Exhibit H

Purchase and Sale Agreement

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personally on the party to whom notice is to be given; (b) seventy-two (72) hours after mailing, if mailed to the party to whom notice is given, by registered or certified, postage prepaid, and properly addressed to the party at his, her or its address set forth on the signature page hereof or at any other address that any party may designate by written notice to the other; or (c) on the date of transmission to the recipient if sent by email transmission to the recipient at its email address set forth below, or at any other email address that any party may designate by written notice to the other. Any notice given by email shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

11.4 1031 Exchange. Buyer and Seller agree to reasonably cooperate with each other in the event that either or both wish to participate in a 1031 exchange. In no event shall the exchange or any aspect thereof delay the Closing of the sale of the Property in accordance with the terms of this Agreement. Any exchange will be structured by the initiating party at its sole cost and expense. Neither party shall have by this Agreement or by its acquiescence to the exchange have its rights under this Agreement modified or diminished in any manner or be responsible for compliance with or deemed to have warranted any compliance with applicable tax rules or regulations.

11.5 Amendment; Waiver. This Agreement may be amended only by a writing executed by each of the parties hereto. No waiver by any party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provisions.

11.6 Tax Consequences. The parties each acknowledge and agree that they have sought independent advice as to the tax consequences of the transactions contemplated hereby, and that no party hereto makes any representation or warranty, express or implied, to any other party with respect thereto.

11.7 Assignment. No party shall assign or attempt to assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, each party may assign its rights and obligations under this Agreement: (i) in connection with the sale or other transfer of substantially all of such party's business or assets to a third-party or (ii) to an affiliate of such party, provided that the assigning party first deliver to the other party: (a) written notice of the assignment no less than five (5) business days prior to the Closing Date, and (b) a copy of the assignment instrument immediately following execution thereof. Any assignment in contravention of this provision shall be void. As used herein, "affiliate" means, with respect to any person or entity, any other person or entity controlling, controlled by, or under common control with such person or entity. For purposes of this Agreement, the term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with" as used with respect to any person or entity) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity whether through ownership of voting securities, by contract, or otherwise. No assignment, whether or not permitted, shall release the Buyer herein named from any obligation or liability under this Agreement. Any permitted assignee shall be deemed to have made any and all representations and warranties made by the assigning party hereunder, as if the assignee were the original signatory hereto.

11.8 Binding Effect; No Third Parties. Without limiting Section 10.7, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Except for any permitted assignee, this Agreement creates no rights of any nature in any individual or entity not a party hereto.

11.9 Confidentiality. Each party covenants and agrees that such party shall keep secret and retain in strictest confidence, and shall not at any time or in any manner, either directly or indirectly, divulge, copy, communicate, furnish, make available, or disclose to any third party or use for the benefit of himself, itself, or any third party, any Confidential Information (as defined herein). As used in this Agreement, "Confidential Information" shall mean any information relating to the Seller, the Property, or Buyer, the business of such parties or the transactions contemplated by this Agreement; provided, however, that Confidential Information shall not include any information which is in the public domain or becomes known in the industry through no wrongful act on the part of such party and the party's affiliates. The parties acknowledge that the Confidential Information is vital, sensitive, confidential, and proprietary to the parties, as applicable, and the business of the parties. The warranties, covenants, and agreements set forth in this Confidentiality section shall not expire for any reason and shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, each party may provide or disclose confidential information to advisors, legal counsel, or potential investors. This Agreement is entered into by both parties on the



Page 13



Exhibit H

Purchase and Sale Agreement

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condition that neither the existence of this Agreement, nor any of its contents, shall be disclosed by either party except as may be compelled to be disclosed in a judicial or administrative proceeding or as otherwise required by law or, on a strictly confidential and “need to know” basis, solely to each parties’ directors, officers, employees, partners, attorneys, and advisors, or pursuant to escrow transactions or instructions involving the Escrow Agent or a representative. Each party will instruct and cause their agents, advisors, and legal counsel to keep the same strictly confidential. If the transaction contemplated by this Agreement is not consummated for any reason, the parties shall promptly destroy, and instruct their representatives, consultants, attorneys, and prospective investors to destroy, all documents delivered hereunder and other information, of whatever nature and in whatever form, heretofore or hereafter delivered by one party to the other party. The foregoing shall not be deemed to (i) prevent either party from retaining such information as is reasonably necessary and appropriate for any claims which such party may hold against the other nor shall it (ii) prevent the parties from complying with laws, rules, regulations and court orders, including, without limitation, governmental regulatory, disclosure, tax and reporting requirements, which may require disclosure of information otherwise required to be kept confidential pursuant to this section, but only to the extent such disclosure is required by any of the foregoing. The provisions of this Section shall survive any termination of this Agreement.

11.10 Exclusivity. Seller agrees that during the term of this Agreement, neither Seller, nor any of its respective representatives, officers, employees, directors, agents, stockholders, subsidiaries, or affiliates (collectively, the “Target Group”) shall initiate, solicit, continue discussions regarding, entertain, negotiate, accept or discuss, directly or indirectly, any proposal or offer from any person or group of persons other than Buyer (an “Acquisition Proposal”) to acquire the Property, or provide any non-public information to any third party in connection with an Acquisition Proposal or enter into any agreement, arrangement or understanding requiring it to abandon, terminate or fail to consummate this Agreement. Seller agrees to promptly notify Buyer if any member of the Target Group receives any indications of interest, requests for information or offers in respect of an Acquisition Proposal, and will communicate to Buyer in reasonable detail the terms of any such indication, request or offer, and will provide Buyer with copies of all written communications relating to any such indication, request or offer.

11.11 Dispute Resolution. With respect to any dispute arising out of or related to this Agreement, the parties shall first make a good-faith effort to resolve the dispute without resort to litigation or arbitration. In the event of a dispute, the parties agree to meet informally within fifteen (15) days after notice from one party requesting such a meeting. Should the dispute not be resolved by said informal discussions, the parties agree to attempt in good faith to resolve their differences in confidential, non-binding mediation, using an experienced mediator with at least five (5) years of relevant experience who is an attorney or retired judge and who is mutually agreed upon by the parties. If the parties are unable to agree upon a mediator, JAMS will suggest three (3) mediators meeting the above qualifications and each party will strike a different one. A mediation session shall be scheduled within thirty (30) days after the failure of informal discussions to resolve the dispute. Costs of the mediation shall be borne equally by the parties. The mediation will be held under the rules of JAMS and will be conducted in Solano County, California. The parties will participate in the mediation process in good faith, and will have a representative in attendance throughout the mediation with authority to settle the dispute. The parties may be represented by counsel at both the informal discussions and the mediation session. Statements made during the mediation process shall be considered to be made in the context of settlement discussions, and shall not be admissible in any subsequent judicial proceeding. Should the foregoing mediation efforts fail, then any remaining dispute or controversy between the parties relating to or arising out of this Agreement shall be determined by any other method of dispute resolution, including litigation or arbitration.

11.12 Attorney Fees. In the event any party incurs costs in enforcing this Agreement, the prevailing party in any subsequent litigation or arbitration shall be entitled to full reimbursement of their expenses of enforcement, including attorneys’ fees. Notwithstanding the foregoing, if the prevailing party failed or refused to engage in good faith mediation pursuant to the terms of this Agreement, then such party shall not be entitled to recover its attorney fees. For the sole purpose of determining whether the prevailing party should recover its attorneys’ fees, the court or arbitrator shall be entitled to hear and receive all evidence pertinent to the determination of whether the prevailing party engaged in “good faith” mediation. For the sole purpose of determining whether the prevailing party should recover its attorneys’ fees, the parties hereby waive any confidentiality protections which would otherwise render evidence of the parties’ mediation statements, actions, and documents inadmissible.

DS
GWDS
BM

Exhibit H

Purchase and Sale Agreement

DocuSign Envelope ID: 73130FA1-D03A-4B26-A541-CB8B6D1B3FC6

11.13 Remedies. The remedies set forth herein shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law or in equity.

11.14 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California without giving effect to any principal or law that would require application of the law of another jurisdiction. The parties submit to the exclusive jurisdiction of the courts of the State of California located in the County of Solano in any action arising out of the matters set forth in, or related to the validity or enforceability of, this Agreement.

11.15 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and is intended to be binding when all parties have delivered their signatures to the other parties. Executed counterparts transmitted by facsimile or email shall be deemed originals. All counterparts shall be deemed an original of this Agreement.

11.16 Severability. If any provision or any part of any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy or any law, that provision or part shall be severed from the Agreement and shall not affect the validity of the remainder of the Agreement, unless such severance of the provision or part materially alters the Agreement, in which case the Agreement shall be declared null and void.

11.17 Time of the Essence. Time is of the essence of this Agreement.

11.18 Authority. Each person whose signature appears on behalf of a party below acknowledges that they have carefully read this Agreement and know the contents thereof and execute the same of their own free will. Each person whose signature appears on behalf of a party below represents and warrants to the other party that they are authorized to enter into this Agreement, and that their signature binds such party to the terms and conditions herein without the consent of any other person or entity.

11.19 Interpretation. All parties have been represented by, or have been granted a reasonable opportunity to obtain counsel of their own choosing, in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.



Exhibit H

Purchase and Sale Agreement

DocuSign Envelope ID: 73130FA1-D03A-4B26-A541-CB8B6D1B3FC6

EXECUTION

The parties have executed this Agreement as of the last date set forth below.

SELLER:

Gary R. Walker, Trustee of the
Gary R. Walker Family Trust UTD
dated January 20, 1999

DocuSigned by:
Gary Walker

Gary R. Walker

Date: 10/15/2019

Date: _____

ADDRESS: _____

Email: _____

BUYER:

HMC Properties, LLC,
a California limited liability company

DocuSigned by:
Brian Mitchell
By: _____
Brian Mitchell, its authorized Member

Date: 10/14/2019

ADDRESS: _____

Email: brian@northstar-equities.com

DS
GW

DS
BM

Exhibit I

Neighborhood Outreach Handouts



SHRYNE GROUP INC.

Good Neighbor Policy

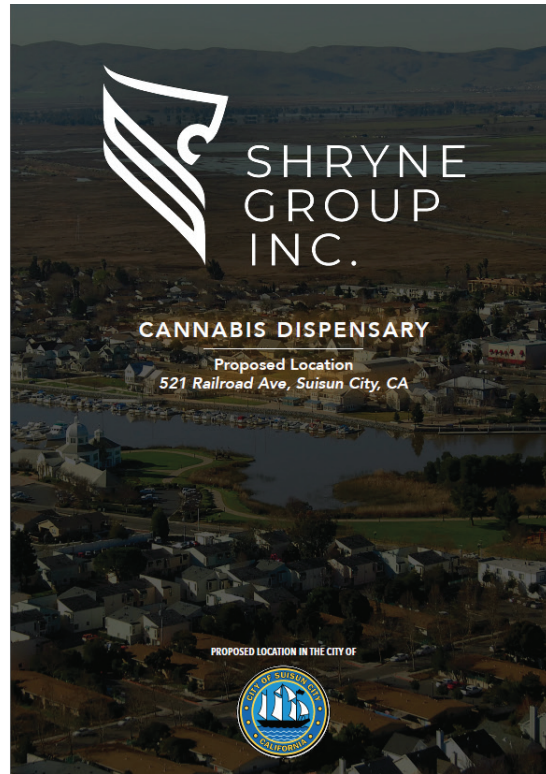
1. Appoint a Community Outreach Director, whose name and phone number will be posted at the entryway of the facility and mailed or hand-delivered to businesses within a two-block radius. The Community Outreach Director, or an employee designated by the Community Outreach Director, will make reasonable efforts to proactively establish relationships with law enforcement and all neighbors so that they will have a point of contact within the organization they can reach at any time should questions, comments, concerns or problems arise. The Community Outreach Director will maintain a log of all complaints and suggestions from neighbors, and all complaints will be addressed in a timely manner.
2. At no time shall any of the following items be allowed on the Facility premise: (i) any controlled substance, other than cannabis; (ii) any paraphernalia used for the ingestion of any type of controlled substance, except for cannabis accessories for incidental retail sale to customers; (iii) alcoholic beverages; or (iv) firearms, except in strict compliance with federal, State, and County laws.
3. Ensure that all cannabis goods sold by Authentic 707 are produced and transported by State licensed facilities in full conformance with the State and local regulations.
4. Not sell alcoholic beverages or tobacco at the Facility.
5. Prohibit the smoking, vaporization, ingestion, or consumption of alcohol, tobacco, or cannabis in any form at or within Facility. No employee shall be under the influence of alcohol or drugs (including cannabis) while on the premises.
6. Not distribute any form of advertising for physician recommendations for cannabis.
7. Provide outside lighting in a manner that illuminates the outside street and sidewalk areas and adjacent parking as appropriate, in accordance with Suisun City regulations.
8. In accordance with the Air Quality and Odor Control Plan detailed within our proposal, provide adequate and appropriate ventilation to prevent any significant noxious or offensive odors from escaping the premises.
9. Patrol the surrounding area to identify and immediately address any problems, including, but not limited to, noise, odor, cannabis consumption, and litter as well as maintain the premises, adjacent sidewalk and/or alley in a good, clean condition at all times. Any and all graffiti will be identified and promptly removed from the property and parking lots.
10. Prohibit patrons from double-parking around the premises.
11. Prohibit loitering in or around the premises.
12. Prohibit littering in or around the premises.
13. Prohibit the consumption of cannabis products in and around the premises.
14. 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.
15. Ensure notices are clear, well-lit, prominently displayed and maintained at all public entrances to and exits from the establishment.
16. Secure the premises within 50 feet of any public entrance and exit.
17. Ensure the Facility shall be continuously maintained in a safe, clean, and orderly condition with twice daily litter pick-up within 100 feet of the premises. Such litter pick-up shall include inspections for graffiti, which shall be removed within 24 hours of detection.

Exhibit I

Neighborhood Outreach Handouts

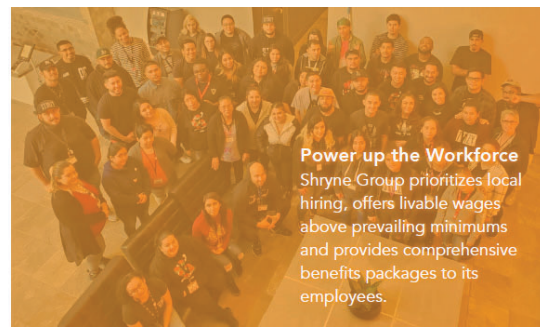


To find out more, please contact Jose Pecho, community outreach director, at (925) 286-6607 or jose.pecho@shrynegroup.com.



Clean, Safe & Compliant

All Shryne Group facilities adhere strictly to local and state regulations. We run a transparent business that is safe and respectful of local values.



A Community Asset

Last year, Shryne Group contributed close to \$100,000 in community donations throughout the state and countless hours of volunteer time by our employees. We are committed to being an engaged neighbor in every community where we operate.



Exhibit J - CONFIDENTIAL

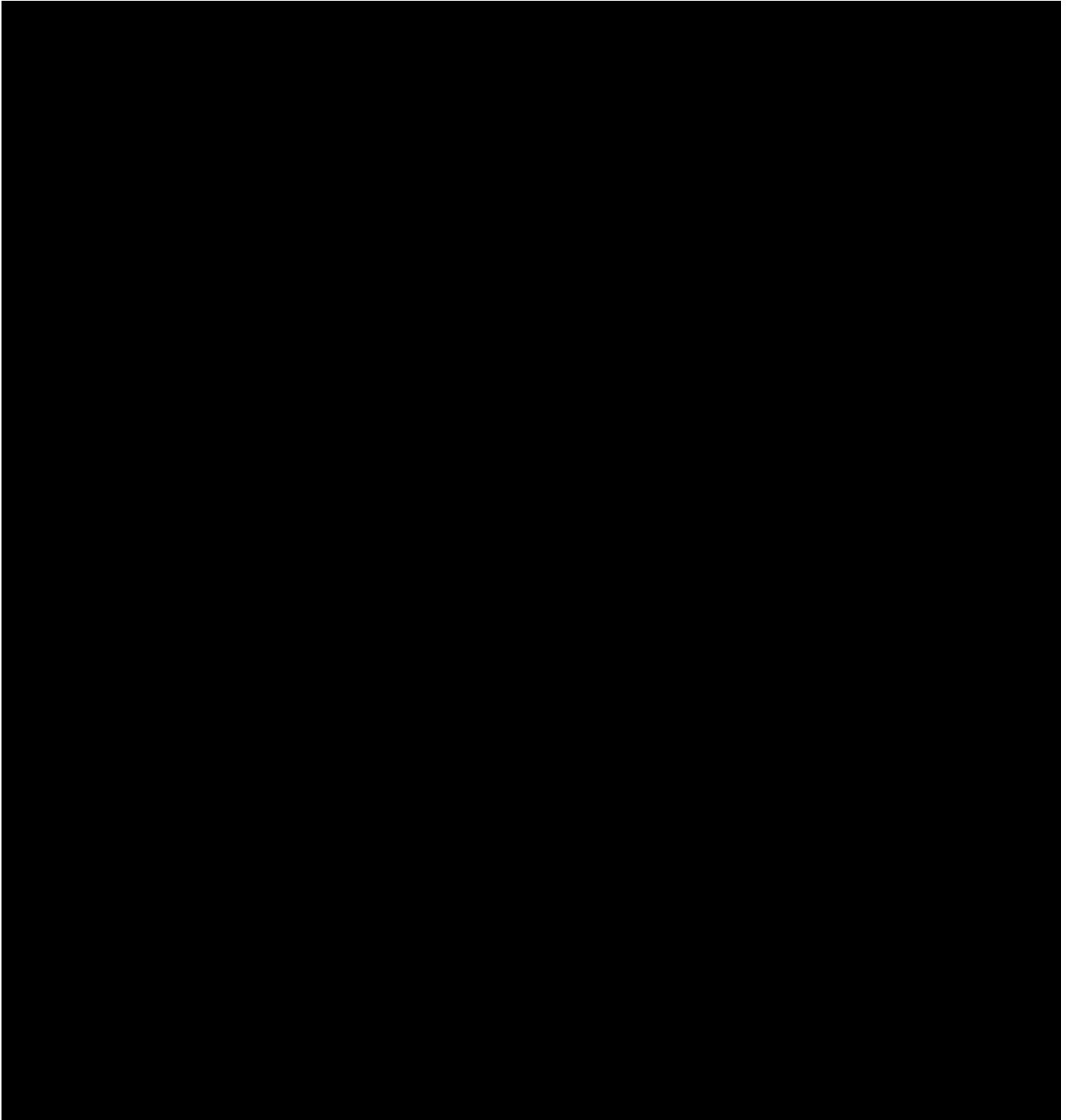


Exhibit K

CANB Contribution Letter



February 3, 2020

Matthew Nathaniel
Director of Retail Expansions
Shyrne Group Inc.

Dear Matthew,

It was a pleasure to meet with you and Ellen last week. I am in receipt of your email acknowledging your desire to partner with our agency, to support us with volunteers and to contribute \$2000.00. I am very excited about all of this and thank you for your generosity!

We share the mission of improving people's lives and I foresee a partnership finding multiple ways to help people in our community. I look forward to working with you and your staff in strategizing and reaching these common goals.

Attached please find our donation form. Please feel free to send people our way if they are interested in learning more about the agency and the services we provide here.

Sincerely,



Kari Rader
Executive Director

Exhibit L

Food Bank of Contra Costa and Solano Pledge Letter

Shryne Group Inc.
728 E Commercial Street
Los Angeles, CA 90012

February 10, 2020

Mr. Joel Sjostrom
Food Bank of Contra Costa & Solano
4010 Nelson Ave., Concord, CA 94520
Fairfield Warehouse: 2339 Courage Dr. Ste F, Fairfield, CA 94533

Dear Mr. Sjostrom,

Thank you for allowing the Shryne Group to support the Food Bank's efforts in the community. The sheer volume of people served and food processed each month is truly amazing. The level of thought and care that your organization has put towards impacting those in need within the community is inspiring. We appreciate the commitment and dedication that you and your staff put forth to make this program a success.

It is an honor to support the Food Bank of Contra Costa & Solano. Please accept our initial contribution of \$3,500.00 enclosed with this letter. Additionally, we pledge to contribute \$15,000 every year, if we have the honor of opening our store in Suisun City. We understand these financial gifts make us a valued donor, and do not qualify us to be recognized as official sponsors of the Food Bank. Therefore, we realize we will not be included in the Food Bank's marketing materials. We will use your donor acknowledgement letters, with your tax ID on them, as documentation for tax purposes. We also look forward to volunteer opportunities with your wonderful organization for our local store staff.

Thank you,



Tak Sato
Chief Development Officer
Shryne Group Inc.

Exhibit M

Local Vendor LOI - Coastal Construction

DocuSign Envelope ID: E2FDA11E-4433-4F31-ACE7-05E2FC64E8C1

Letter of Intent

This Letter of Intent, dated as of January 30, 2020, is entered into by and between Shryne Group Inc. (“Shryne”) and Coastal Construction, located at 5191 Antiquity Court, Fairfield, CA 94534 (the “Vendor”).

WHEREAS, Shryne will apply for a license to operate a cannabis dispensary (the “License”) in Suisun City (the “City”);

WHEREAS, the parties desire to enter into this Letter of Intent to memorialize the arrangement between the parties upon the License being awarded to Shryne;

NOW THEREFORE, the parties agree to the following.

Upon Shryne being awarded a License by the City, Shryne agrees to engage the Vendor as the general contractor and other construction related services (the “Services”) in connection with Shryne opening and operating its store in the City.

The parties hereby agree to negotiate in good faith any other material terms of the provision of the Services which terms will be set forth in a binding contract (the “Definitive Agreement”) and Shryne agrees to enter into such Definitive Agreement and engage Vendor to provide the Services upon Shryne being awarded the license.

Shryne will notify Vendor within 10 days of being awarded the License so that the parties can execute the Definitive Agreement in a timely fashion. Upon execution of the Definitive Agreement, the Definitive Agreement will replace this Letter of Intent and this Letter of Intent will be void and terminated.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Letter of Intent as of the date first written above.

Shryne Group Inc.

By: Brian Mitchell 1/30/2020

Name: Brian Mitchell

Its: CEO

Coastal Construction

By: JJ 1/30/2020

Name:

Its: CEO

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Shryne Group 521 Railroad Avenue

Planning Commission

November 10, 2020



Project Description

- Shryne Group and Application Proposal
- Type 10 license
- Type 11 license



Recommendation

Planning staff recommends adoption of Resolution No. PC20-___; A Resolution of the Planning Commission of the City of Suisun City Recommending City Council Approval of a Development Agreement, Commercial Cannabis Business Permit, Cannabis Business Zone, and Site Plan/Architectural Review for a Type 10 Retail Cannabis Dispensary and Type 11 Distribution at 521 Railroad Avenue (APN: 0037-080-060).

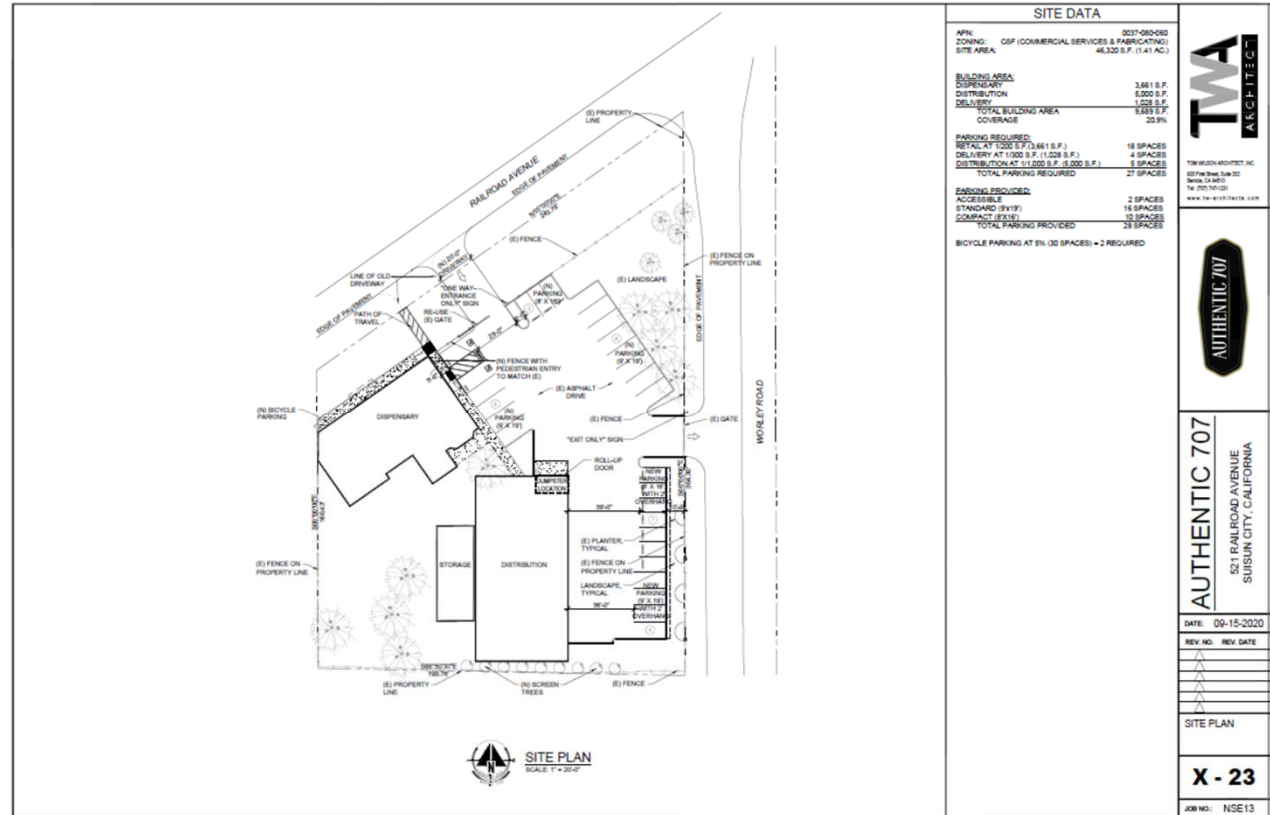


Background

- Initiation of Cannabis Discussion in Suisun City.
- Ordinance No. 750 – Cannabis Regulatory Program Creation.
- Resolution 2019-120 – Setting Cannabis Tax Rates in Suisun City.
- Ordinance No. 768 – Expanded Zoning.
- June 16, 2020 City Council Direction.



Site Plan



SITE DATA

APN:	0037-090-040
ZONING:	CSF (COMMERCIAL SERVICES & FABRICATING)
SITE AREA:	48,328 S.F. (1.11 AC.)
BUILDING AREA	
SUPPLEMENTARY:	3,681 S.F.
DISTRIBUTION:	8,000 S.F.
DELIVERY:	1,028 S.F.
TOTAL BUILDING AREA:	12,709 S.F.
COVERAGE:	26.5%
PARKING REQUIRED:	
RETAIL AT 1,000 S.F. (1,146 S.F.):	18 SPACES
DELIVERY AT 1,000 S.F. (1,028 S.F.):	4 SPACES
DISTRIBUTION AT 1,000 S.F. (8,000 S.F.):	6 SPACES
TOTAL PARKING REQUIRED:	27 SPACES
PARKING PROVIDED:	
ACCESSIBLE:	2 SPACES
STANDARD (F1-F15):	16 SPACES
COMPACT (F1-F15):	10 SPACES
TOTAL PARKING PROVIDED:	32 SPACES

BICYCLE PARKING AT 5% (30 SPACES) = 2 REQUIRED



Authentic 707
6521 RAILROAD AVENUE
SUISUN CITY, CALIFORNIA

DATE: 09-15-2020

REV. NO.	REV. DATE

SITE PLAN

X - 23

JOB NO.: NSE13



Analysis

- General Plan Consistency.
- Zoning Consistency.
- Proposed Conditions of Approval.
- CEQA Review.



Next Steps

- City Council Consideration.
- Tenant and Site Improvements.
- California Department of Cannabis Control.



Attachments

- Resolution with Exhibits.
- Retail Storefront Application.
- PowerPoint.