



COMMERCIAL CANNABIS
BUSINESS PERMIT
APPLICATION
(Retail Applications)

City of Santee
10601 Magnolia Ave
Santee, CA 92071
Email:
cannabisinfo@cityofsanteeca.gov

APPLICANT (ENTITY) INFORMATION

Applicant (Entity) Name: Prospect Avenue Holdings, LLC DBA: Leaf Society

Physical Address: 10806 Prospect Avenue Santee CA 92071
Street City State Zip

Primary Contact: Vinson Saher Hallak Title: Owner

Mailing Address: [REDACTED]
Street City State Zip

Phone Number: [REDACTED] Email: [REDACTED]

HAS ANY INDIVIDUAL IN THIS APPLICATION APPLIED FOR ANY OTHER CANNABIS PERMIT IN THE CITY OF SANTEE? ☐ Yes ☒ No

Indicate whether you intend to operate a Microbusiness with Retail. ☐ Yes ☒ No

Business Formation: Describe how the business is organized.

☐ Sole Partnership ☐ Corporation ☐ S-Corporation ☐ Limited Partnership ☒ Limited Liability Company
☐ Other (please describe): _____

PROPOSED LOCATION

Property Owner Name: Mark Stephen Chapparone Jr.

Proposed Location Address: 10806 Prospect Avenue Santee CA 92071
Street City State Zip

Property Owner Phone Number: [REDACTED] Email: [REDACTED]

Zoning Clearance Letter : ☒ Yes ☐ No

Assessor's Parcel Number (APN): 384-260-76-00

APPLICATION SUBMITTAL CHECKLIST

Applications must be submitted online via the City of Santee's Permitting and Licensing Portal. Applicants failing to submit any of the following will be deemed incomplete and will not move forward in the application process:

- ✓ A complete and signed Commercial Cannabis Business Permit Application form and Evaluation Criteria. The evaluation criteria response is limited to 125 pages.
- ✓ A signed Financial Responsibility, Indemnity and Consent to Inspection Agreement form.
- ✓ A signed Agreement to Limitations of City Liability and Indemnification to City form.
- ✓ Verification of Live Scan background submittal
- ✓ A signed and notarized Property Owner Consent/Landlord Affidavit.
- ✓ Proof of Insurance or Letter of Insurability from the Insurance Company
- ✓ Proof of Capitalization
- ✓ Zoning Verification Letter.
- ✓ Application Fee. (Note that this fee should be submitted in person to the City).

OWNER INFORMATION

For the purpose of this section, "owner" shall have the same meaning as the word "owner" set forth Santee Municipal Code Section 7.04.060, which includes any of the following:

1. A person with an aggregate ownership interest of 10 percent or more in the commercial cannabis business, unless the interest is solely a security, lien, or encumbrance;
2. An individual who manages, directs, or controls the operations of the commercial cannabis business, including but not limited to: A) member of the board of directors of a nonprofit; B) A general partner of a commercial cannabis business that is organized as a partnership; C) A non-member manager or manager of a commercial cannabis business that is organized as a limited liability company; D) The trustee(s) and all persons who have control of the trust and / or the commercial cannabis business that is held in trust; E) An individual with the authority to provide strategic direction and oversight for the overall operations of the commercial cannabis business, such as the chief executive officer, president or their equivalent, or an officer, director, vice president, general manager or their equivalent; F) An individual with the authority to execute contracts on behalf of the commercial cannabis business.

Ownership percentages should total 100%. If any individual(s) own(s) less than 10%, list the number of individuals who own less than 10% and the total percentage to reach 100%. For example, If John Doe owns 5%, Joe Smith owns 8%, and Mary Jones owns 9% state at the bottom of this form that three individuals own 22% so that the total will equal 100% once you individually include all those who own 10% or more.

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership % 50% Background information is included as required? ☒ Yes ☐ No

Owner Name: Vinson Saher Hallak Title: Owner

Address: [REDACTED] Street City State Zip

Signature: [Signature] Date: 10/24/2024

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership % 50% Background Information is included as required? ☒ Yes ☐ No

Owner Name: David Massood Kachi Title: Owner

Address: [REDACTED] Street City State Zip

Signature: [Signature] Date: 10/24/2024

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership % _____ Background Information is included as required? ☐ Yes ☐ No

Owner Name: _____ Title: _____

Address: _____ Street City State Zip

Signature: _____ Date: _____

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership % _____ Background information is included as required? ☐ Yes ☐ No

Owner Name: _____ Title: _____

Address: _____ Street City State Zip

Signature: _____ Date: _____

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

SUPPORTING INFORMATION

List all fictitious business names the applicant is operating under including the address where each business is located:

Has the Applicant or any of its owners been the subject of any administrative action, including but not limited to suspension, denial, or revocation of a cannabis business license at any time in the previous five (5) years? If so, please list and explain:

Is the Applicant or any of its owners currently involved in an application process in any other jurisdiction(s)? If so, which jurisdiction(s)?

APPLICATION CERTIFICATION

I hereby certify, under penalty of perjury, on behalf of myself and all owners, corporate officers, partners, and managers identified in this application that the statements and information furnished in this application and the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief. I understand that a misrepresentation of fact is cause for rejection of this application, denial of the permit, or revocation of a permit issued.

In addition, I understand that the filing of this application grants the City of Santee permission to reproduce submitted materials for distribution to staff, Commissions, Boards and City Council Members, and other Agencies to process the application. Nothing in this consent, however, shall entitle any person to make use of the intellectual property in plans, exhibits, and photographs for any purpose unrelated to the City's consideration of this application.

Furthermore, by submitting this application, I understand and agree that any business resulting from an approval shall be maintained and operated in accordance with requirements of the City of Santee Municipal Code and State law.

Under penalty of perjury, I hereby declare that the information contained in within and submitted with the application is true, complete, and accurate. I understand that a misrepresentation of the facts is cause for rejection of this application, denial of a license or revocation of an issued license. I further authorize the City, its agents, and employees to seek verification of the information contained in the application.

David Massood Kachi

Name

Owner

Title



Signature

10/24/2024

Date

For information required as part of the application process, see the Application Procedures and Review Criteria, City of Santee Municipal Code Chapter 7.04. All documents can be found online at <https://www.cityofsanteeca.gov/business/cannabis-business>. For questions, please email: cannabisinfo@cityofsanteeca.gov.

CITY OF SANTEE

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION



Confidential/Proprietary Information

SECTION A

BUSINESS PLAN



Confidential/Proprietary Information

SECTION A BUSINESS PLAN

1. FINANCES

| Expense Category | Estimated Cost (\$) | Description |
|----------------------------|---------------------|--|
| Construction Costs | \$230,000 | Renovation, electrical work, HVAC, building improvements for compliance, and significant landscaping upgrades. |
| Permitting & Licensing | \$50,000 | City permits, state licenses (initial application fees), and local business permits. |
| Security Equipment | \$90,000 | High-resolution cameras, surveillance monitoring, alarm systems, extensive parking lot lighting, fencing. Special attention will be given to making the parking lot bright and secure during business hours. |
| Lease/Rent (3 months) | \$60,000 | Estimated \$20,000 permonth for rent, including utilities and property maintenance. |
| Staffing (3 months) | \$120,000 | Salaries for general manager, security staff, budtenders, and administrative roles. |
| Initial Inventory Purchase | \$100,000 | Initial product inventory, including cannabis flower, edibles, and concentrates. |
| Furniture & Fixtures | \$30,000 | Display cases, shelving, counters, and storage racks. |
| IT Infrastructure | \$25,000 | POS system, computers, network infrastructure, and software licenses. |
| Legal & Consulting Fees | \$25,000 | Legal services for licensing and compliance consulting. |
| Insurance (3 Months) | \$15,000 | Liability insurance, product insurance, and worker's compensation. |
| Marketing & Advertising | \$20,000 | Initial marketing campaigns, signage, and online promotions. |
| Contingency Fund | \$50,000 | Emergency funds for unexpected expenses. |
| Banking Fees | \$5,000 | Banking setup fees and transaction fees. |

TOTAL ESTIMATED START-UP COSTS: \$820,000

Leaf Society, the proposed cannabis business at **10806 Prospect Ave, Santee, CA**, is committed to making substantial investments to ensure that the business operates in full compliance with state and local regulations while enhancing the overall appeal of the property and contributing positively to the community.

Our projected start-up costs are estimated at **\$820,000**, covering key areas such as construction, security, staffing, and compliance measures. This comprehensive budget reflects the business's commitment to creating a safe, well-regulated, and aesthetically pleasing establishment. Below is a breakdown of the major areas of investment:

CONSTRUCTION & LANDSCAPING UPGRADES:

A significant portion of our start-up budget is allocated to construction improvements, estimated at **\$230,000**. These funds will be used to renovate the existing building to meet all necessary safety and compliance standards, including secure storage and retail areas. Additionally, we will invest heavily in landscaping upgrades to improve the visual appeal of the property and integrate it more effectively with the surrounding businesses. This will not only benefit our operation but enhance the neighborhood's overall aesthetic.

SECURITY ENHANCEMENTS:

We have allocated **\$90,000** to security, which includes extensive surveillance systems, alarm monitoring, and a particular focus on parking lot lighting. Ensuring a safe environment for our patrons and employees is of utmost importance, and this investment will create a well-lit, secure atmosphere, especially during evening hours. By preventing any lighting spillover to neighboring properties, we will maintain a balance between security and neighborly consideration.

STAFFING & ECONOMIC IMPACT:

The business is dedicated to providing fair wages and employment opportunities for local residents, with **\$120,000** earmarked for staffing over the first three months of operation. This will contribute to the local economy by creating jobs and establishing a stable, compliant business that benefits the Santee community. Our hiring practices will prioritize local candidates and ensure competitive wages, as outlined in our workforce plan.

COMPLIANCE & REGULATORY COSTS:

Cannabis businesses must adhere to strict regulations, and our budget of **\$50,000** for permitting and licensing will ensure that we meet all local and state requirements. We are committed to working closely with the City of Santee and the State of California to maintain full compliance throughout our operations, contributing positively to the city's tax revenue and adhering to public safety guidelines.

This detailed budget demonstrates that the business has secured sufficient capital to cover the start-up costs and the first three months of operation. Our financial planning will ensure that we are well-prepared for the initial phases of the business, mitigating the risks associated with a new venture and ensuring stability as we establish ourselves in the community.

We are confident that this level of financial investment reflects our long-term commitment to Santee and will ensure the successful launch and continued operation of the business in full alignment with City expectations and standards.

1.A. PROOF OF CAPITALIZATION

BANK OF AMERICA

P.O. Box 15284
Wilmington, DE 19850

DAVID M KACHI

Customer service information

- Customer service: 1.800.432.1000
- En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.

Your combined statement

for August 29, 2024 to September 26, 2024

| Your deposit accounts | Account/plan number | Ending balance | Details on |
|-----------------------------------|---------------------|----------------|------------|
| Adv Plus Banking | ██████████319 | ██████████ | Page 3 |
| Bank of America Advantage Savings | ██████████951 | ██████████ | Page 5 |
| Total balance | | ██████████ | |



Important information about payment scams

We will never...

- call and ask you to send money using Zelle® to yourself or anyone else.
- contact you via phone or text to ask for a security code.
- reach out to you and ask you to send money or provide a code. If someone unfamiliar to you does this, it's likely a scam.

Treat Zelle® payments like cash – once you send money, you're unlikely to get it back.

Learn more about trending scams at bofa.com/helpprotectyourself

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SSM-09-23-0692 A | 6039180

1.B. PRO FORMA

| PRO FORMA PROFIT & LOSS | | | |
|--|------------------|------------------|------------------|
| | Year 1 | Year 2 | Year 3 |
| Total Revenue | \$ 11,840,500.00 | \$ 13,546,334.75 | \$ 14,048,050.85 |
| Total Direct Cost of Revenue | \$ 6,808,287.50 | \$ 7,789,142.48 | \$ 8,077,629.24 |
| Gross Margin | \$ 5,032,212.50 | \$ 5,757,192.27 | \$ 5,970,421.61 |
| Gross Margin/Revenue | 42.5% | 42.5% | 42.5% |
| EXPENSES | | | |
| Marketing & Advertising | \$ 30,000.00 | \$ 30,600.00 | \$ 31,212.00 |
| Rent & Triple Net (NNN) Expenses | \$ 180,000.00 | \$ 189,000.00 | \$ 207,900.00 |
| Utilities (Electricity, Water, Gas) | \$ 12,000.00 | \$ 12,240.00 | \$ 12,484.80 |
| Banking & Transaction Fees | \$ 24,000.00 | \$ 24,480.00 | \$ 24,969.60 |
| Business Insurance (Liability, Product, Workers' Compensation) | \$ 30,000.00 | \$ 30,600.00 | \$ 31,212.00 |
| Telecommunications & Internet Services | \$ 5,000.00 | \$ 5,100.00 | \$ 5,202.00 |
| Security System & Monitoring | \$ 3,600.00 | \$ 3,672.00 | \$ 3,745.44 |
| Local Sales & Cannabis Taxes | \$ 473,620.00 | \$ 541,853.39 | \$ 561,922.03 |
| Community Contributions & Charitable Donations | \$ 12,000.00 | \$ 12,240.00 | \$ 12,484.80 |
| Software & IT Subscriptions | \$ 12,000.00 | \$ 12,240.00 | \$ 12,484.80 |
| Employee Health & Benefits Insurance | \$ 40,000.00 | \$ 40,800.00 | \$ 41,616.00 |
| Miscellaneous Operating Expenses | \$ 84,000.00 | \$ 85,680.00 | \$ 87,393.60 |
| Asset Depreciation & Amortization | \$ 3,733.33 | \$ 3,733.33 | \$ 3,733.33 |
| Employer Payroll Taxes & Benefits | \$ 112,849.20 | \$ 115,106.18 | \$ 117,408.31 |
| Total Employee Payroll | \$ 1,253,880.00 | \$ 1,278,957.60 | \$ 1,304,536.75 |
| Total Op. Expenses | \$ 2,276,682.53 | \$ 2,386,302.51 | \$ 2,458,305.47 |
| Profit Before Int. & Tax | \$ 2,755,529.97 | \$ 3,370,889.76 | \$ 3,512,116.14 |
| EBITDA * | \$ 2,759,263.30 | \$ 3,374,623.09 | \$ 3,515,849.48 |
| EBITDA % of Revenue | 23.3% | 24.9% | 25.0% |
| Interest Expense | \$ - | \$ - | \$ - |
| Taxes Incurred | \$ 1,825,113.40 | \$ 2,141,555.75 | \$ 2,224,885.39 |
| NET PROFIT | \$ 930,416.56 | \$ 1,229,334.01 | \$ 1,287,230.75 |
| NET PROFIT % | 7.9% | 9.1% | 9.2% |

PRO FORMA REVENUE PROJECTIONS AND ASSUMPTIONS

Our revenue projections for the first three years are based on performance benchmarks that ownership has achieved in similar jurisdictions, factoring in market size, local competition, and consumer demand. For **Year 1**, we project total revenue of **\$11.8 million**, ramping up to **\$14 million** by **Year 3**.

The projections are rooted in an anticipated average transaction (cart) size of **\$48.62** in **Year 1**. We estimate that the business will handle **667 transactions per day** during the first year, which is expected to increase to **792 transactions per day** by the third year, as the business gains more traction in the market and expands its customer base.

Our revenue growth aligns with ownership's experience in other cities where similar cannabis dispensaries operate in comparable market environments. In those jurisdictions, we have successfully achieved similar daily transaction volumes and cart sizes despite competitive pressures, and we expect to replicate that success here.

Our projected EBITDA reflects steady growth over the first five years of operation. Gross margins are expected to remain stable at **42.5%** over the years. As revenues increase, operating expenses are projected to rise proportionately, though the efficiencies of scale are expected to keep cost increases moderate.

The main operating expenses include:

- **Marketing & Advertising:** Beginning with \$30,000 in Year 1 and scaling up to \$32,472 by Year 5, reflecting the need for sustained local advertising to capture market share and build customer loyalty.
- **Rent & Triple Net (NNN) Expenses:** Starting at \$180,000 and increasing to \$228,690 by Year 5, accounting for inflation and adjustments in real estate costs.
- **Utilities:** Projected at \$8,000 in Year 1 and growing with the expansion of operations to \$10,987 by Year 5.

Additional costs include payroll, software subscriptions, insurance, security systems, and local taxes. Each category has been modeled based on ownership's experience with similar cannabis operations.

CATEGORY BREAKDOWN

| CATEGORY BREAKDOWN | | | | | |
|-----------------------------|-------------|-------------|-------------|-------------|-------------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| REVENUE | | | | | |
| Flower | \$508,732 | \$513,820 | \$518,958 | \$524,148 | \$529,389 |
| Vape | \$322,611 | \$325,837 | \$329,095 | \$332,386 | \$335,710 |
| Pre-Roll | \$173,714 | \$175,451 | \$177,205 | \$178,977 | \$180,767 |
| Edible | \$130,285 | \$131,588 | \$132,904 | \$134,233 | \$135,575 |
| Extract/Concentrate | \$74,449 | \$75,193 | \$75,945 | \$76,705 | \$77,472 |
| Tincture/Topicals/Capsules | \$24,816 | \$25,064 | \$25,315 | \$25,568 | \$25,824 |
| Total Revenue | \$1,234,607 | \$1,246,953 | \$1,259,422 | \$1,272,017 | \$1,284,737 |
| DIRECT COST OF REVENUE | | | | | |
| Flower | \$292,521 | \$295,446 | \$298,401 | \$301,385 | \$304,399 |
| Vape | \$185,501 | \$187,356 | \$189,230 | \$191,122 | \$193,033 |
| Pre-Roll | \$99,885 | \$100,884 | \$101,893 | \$102,912 | \$103,941 |
| Edible | \$74,914 | \$75,663 | \$76,420 | \$77,184 | \$77,956 |
| Extract/Concentrate | \$42,808 | \$43,236 | \$43,668 | \$44,105 | \$44,546 |
| Tinctures/Topicals/Capsules | \$14,269 | \$14,412 | \$14,556 | \$14,702 | \$14,849 |
| Subtotal Cost of Revenue | \$709,899 | \$716,998 | \$724,168 | \$731,410 | \$738,724 |
| Total Direct Costs | \$709,899 | \$716,998 | \$724,168 | \$731,410 | \$738,724 |
| GROSS MARGIN | \$524,708 | \$529,955 | \$535,254 | \$540,607 | \$546,013 |
| GROSS MARGIN/REVENUE | 42.5% | 42.5% | 42.5% | 42.5% | 42.5% |

Our projected revenue breakdown reflects a diversified product selection that will appeal to a broad customer base. Each category has been strategically selected to maximize revenue, while meeting consumer demand across different cannabis product types. The following is an in-depth breakdown of each product category, outlining its expected contribution to the overall revenue:

1. FLOWER

Flower is expected to remain a significant driver of revenue, contributing **\$508,732** in Year 1 and growing slightly to **\$529,895** by Year 5. This reflects the sustained popularity of flower products among cannabis consumers. As a traditional and staple product, we expect flower to consistently account for around **41%** of the total product revenue throughout the five-year projection.

2. VAPE PRODUCTS

Vape products are another important revenue generator, contributing **\$322,611** in Year 1 and growing to **\$335,710** by Year 5. Vape pens and cartridges are especially popular with younger demographics and those looking for discreet consumption methods. We anticipate steady growth in this category as consumers continue to favor convenience and portability, with vape products consistently making up approximately **26%** of total revenue.

3. PRE-ROLLS

Pre-rolls are projected to generate **\$173,744** in Year 1, increasing to **\$180,467** by Year 5. Pre-rolls are a convenient and popular option for customers who prefer ready-to-use products. They offer a low-barrier entry point for new consumers, and we expect steady growth, particularly among customers who favor pre-packaged and easy-to-use formats.

4. EDIBLES

The edibles category is projected to generate **\$130,245** in Year 1, with a modest increase to **\$138,735** by Year 5. As the cannabis market matures, we anticipate more consumers turning to edibles for their discreet and long-lasting effects. This product category also appeals to health-conscious consumers who prefer smoke-free options. Edibles are projected to contribute approximately **11%** to total revenue across all five years.

5. EXTRACTS/CONCENTRATES

The extracts and concentrates category is expected to generate **\$124,080** in Year 1, growing to **\$136,850** by Year 5. Concentrates are favored by experienced users seeking high-potency products, and this category has seen substantial growth in mature cannabis markets. Extracts and concentrates will likely make up about **10%** of the overall revenue mix.

6. TINCTURES/TOPICALS/CAPSULES

This category, which includes wellness-focused products such as tinctures, topicals, and capsules, is projected to generate **\$24,816** in Year 1, increasing slightly to **\$26,562** by Year 5. These products appeal to customers seeking medicinal or health-related benefits from cannabis. While smaller in terms of revenue generation compared to other categories, they play a crucial role in diversifying the product mix and attracting a wide range of customers.

OPERATING EXPENSES

Operating expenses are divided across several categories, including payroll, utilities, security, and local taxes. The largest expense is **Total Employee Payroll**, which starts at **\$1.25 million** in Year 1 and grows to **\$1.5 million** by Year 5, reflecting the need to retain a skilled workforce as business operations scale. Additionally, we anticipate **employer payroll taxes and benefits** to increase over the years, reaching **\$147,793** by Year 5.

1.C. SCHEDULE FOR BEGINNING OPERATION

The business is committed to ensuring a smooth and efficient start to operations following the approval of the necessary permits and licenses. Below is an outline of our anticipated timeline for construction, staffing, and opening.

CONSTRUCTION AND RENOVATION PLANS

The property at **10806 Prospect Ave** will undergo significant renovations to meet both city and state cannabis regulations, as well as enhance the overall functionality and aesthetics of the building. We estimate that the required renovations will be completed within **90 days** of obtaining the necessary City permits. These renovations will include façade upgrades, interior construction to create secure storage and retail areas, enhanced security systems, and extensive landscaping improvements to create a welcoming and visually appealing environment for customers.

We anticipate that the process of obtaining City permits will take approximately **5 to 6 months** from the time of submission. Given this estimate, we expect to commence construction shortly after receiving approval, ensuring that the property is ready for operations within the projected timeline.

STAFFING AND TRAINING

We plan to begin the hiring process approximately **45 days before the expected opening date**. This timeline will allow us to thoroughly recruit, vet, and train staff to ensure the highest level of service and compliance with cannabis regulations. We anticipate having a fully staffed team **two weeks prior to opening**, allowing for final training and operational preparations.

Our hiring strategy will focus on sourcing local talent from the City of Santee, aligning with our commitment to supporting the local workforce. Training will cover all aspects of cannabis retail operations, including product knowledge, compliance with state and local laws, customer service, and security protocols.

TIMELINE FOR OPENING AND FULL OPERATION

Assuming the application process is completed within the standard 12-month period, we anticipate submitting the necessary permits by **October 2025**. Following the completion of construction and final preparations, we expect to be fully operational and open to the public by **July 2026**.

This timeline is designed to ensure that all aspects of the business, from construction to staffing, are completed with care and attention to detail, providing a smooth transition from planning to operation. Our goal is to ensure that the business opens on time and operates at the highest standard, benefiting both the community and our customers.

1.D. BANK LETTER

23801 Coulston Road
Suite 1017
Culverton, California 91302



Tel: (818) 224-7776
Fax: (800) 900-8471

October 21st, 2024

Re: Vince Hallak – All Associated PayQwick Accounts

To whom it may concern,

This letter is to certify that Vince Hallak has multiple PayQwick business accounts, powered through Green Check, all which are open, active, and in good standing. There are no holds on the accounts.

We would appreciate the opportunity to on-board additional business accounts, should Vince Hallak decides to expand his businesses.

Should you have any questions, please contact me through email or phone.

Thank you,

Rina Zourkos
Senior Cannabis Relationship Manager, Green Check
izourkos@greencheckverified.com
(805) 265-0067
greencheckverified.com



Date: 10/23/2024

To: Whom It May Concern

Re: Vista Property Holdings LLC
376 Trousdale Dr
Chula Vista, CA 91910

This letter serves to confirm that David Kachi is a part owner of Vista Property Holdings LLC dba Grasshopper, and Vista Property Holdings LLC has been an active business member with KeyPoint Credit Union since February 2022. Their membership and accounts are in good standing with KeyPoint Credit Union.

Regards,

Risk Management
KeyPoint Credit Union
888-255-3637

2150 Trade Zone Boulevard, Suite 200 • San Jose, CA 95131 • (888) 255-3637 • kpcu.com

2. DAILY OPERATIONS

2. A. CUSTOMER CHECK-IN PROCEDURES

Leaf Society is dedicated to ensuring that every customer who enters the premises is verified in full compliance with local and state regulations, particularly those established by the California Department of Cannabis Control (DCC) and the City of Santee. Our stringent customer check-in procedures will emphasize strict compliance with age restrictions, purchase limits, and privacy requirements, while maintaining a secure, efficient, and welcoming environment for all patrons.

1. AGE VERIFICATION PROCESS

Upon arrival, customers will be required to present valid, government-issued identification to verify their legal eligibility to purchase cannabis products. Leaf Society will utilize the Treez Point-of-Sale (POS) system, integrated directly with our check-in procedures, to automatically capture and store customer information for those making purchases. This system will ensure compliance with both local and state regulations by verifying the customer's name, date of birth, and ID number in real time.

- **Adult-Use Customers:** Customers must be 21 years of age or older to purchase adult-use cannabis products. Acceptable forms of identification include a valid driver's license, state ID card, passport, or military ID.
- **Medical Cannabis Patients:** Patients aged 18 to 20 may enter the premises and purchase cannabis products if they present a valid physician's recommendation or a medical marijuana card issued under Health and Safety Code Section 11362.71.

All ID verification will be conducted electronically through the Treez system, ensuring that age and identification information is securely stored and compliant with regulatory requirements. Leaf Society will not allow anyone under the age of 21, or under 18 for medical cannabis use, onto the premises unless they meet the legal requirements.

2. MEDICAL VS. RECREATIONAL CUSTOMERS

For medical cannabis patients, the check-in process will include verifying the validity of their medical marijuana card or physician recommendation. Patients with a valid card may be eligible for higher purchase limits based on their physician's recommendation. Recreational, also known as adult-use, customers will be limited to the state's standard daily purchase limits.

- **Purchase Limits:** The Treez system will automatically distinguish between medical and recreational customers and track their purchase history. For adult-use customers, the limit is 28.5 grams of non-concentrated cannabis and 8 grams of concentrated cannabis per day. For medical patients, higher limits may apply as per their physician's recommendation.

3. CUSTOMER REGISTRATION AND DATA PRIVACY COMPLIANCE

Leaf Society will ensure full compliance with the **California Consumer Privacy Act (CCPA)** and other applicable privacy laws to protect customer data. The customer's information will be securely stored in the Treez system, encrypted to prevent unauthorized access. Customer information will not be shared with third parties without explicit consent.

- **HIPAA Compliance for Medical Patients:** For medical cannabis patients, Leaf Society will adhere to the Health Insurance Portability and Accountability Act (HIPAA), ensuring that all medical records and physician recommendations are handled in accordance with healthcare privacy laws.

4. QUEUE MANAGEMENT AND EFFICIENT FLOW

To streamline the check-in process and minimize customer wait times, Leaf Society will implement a **digital queuing system**. Upon verification, customers will receive confirmation of their check-in status, either by name or a unique number, and will be directed to a waiting area or the sales floor based on availability. This system will help manage customer flow, preventing congestion and ensuring a smooth, efficient experience.

- **VIP and Loyalty Program Members:** Customers enrolled in Leaf Society's loyalty or VIP programs will enjoy expedited check-in procedures, as their information will already be securely stored in the system, allowing for faster verification on return visits.

5. MONITORING ENTRY AND EXIT

Leaf Society's **advanced security system** will monitor all customer check-ins and check-outs through **24/7 video surveillance** of all entrances and exits, in compliance with local and state regulations. Security personnel will oversee the check-in area to prevent unauthorized access and ensure that only verified customers enter the premises.

- **Limited Access Areas (LAAs):** The check-in area will be outside of any Limited Access Areas (LAAs) where cannabis products are stored or displayed. Only verified customers and authorized personnel will be allowed into these areas, with all movements between areas logged to maintain security and compliance.

6. COMPLIANCE WITH PURCHASE LIMITS

The Treez system will automatically track each customer's purchase history and ensure compliance with state-mandated daily purchase limits. This system will alert staff if a customer is approaching their purchase limit, preventing any sale that exceeds the legal threshold.

- **Preventing Purchase Circumvention:** The Treez system will also help prevent customers from circumventing purchase limits by visiting multiple cannabis retailers within a short time period. This will ensure that Leaf Society remains fully compliant with state regulations regarding cannabis sales.

7. SECURING CUSTOMER ACCESS

The check-in process will be staffed by **Verification Specialists** trained in state and local cannabis regulations. These specialists will verify customer IDs, enforce age restrictions, and monitor the check-in process to prevent unauthorized entry or fraudulent activities. Specialists will receive additional training to detect fake IDs and suspicious behavior, reducing the risk of underage sales or diversion attempts.

- **Signage and Age Restriction Notices:** The entrance to Leaf Society's premises will feature clearly visible signage stating that entry is restricted to individuals 21 years of age or older, in compliance with the City of Santee's municipal code.

8. EMERGENCY PROCEDURES AND CONTINGENCY PLANNING

In the event of a security breach or suspicious activity during the check-in process, Leaf Society will enact its **Emergency Response Plan**, which includes immediate lockdown of entry points and notification of local law enforcement. Any incidents of fraud, unauthorized access, or underage attempts to enter will be reported to the DCC and local authorities for further investigation.

2.B. PROCEDURES FOR RECEIVING DELIVERIES

Leaf Society is dedicated to maintaining a secure, compliant, and efficient process for receiving cannabis product deliveries, in full accordance with both state and local regulations. Receiving cannabis deliveries is a critical aspect of daily operations, and Leaf Society will ensure that all products are properly verified, tracked, and stored to prevent diversion and maintain the integrity of the inventory.

1. DESIGNATED INVENTORY DELIVERY LOCATION

██████████ The inventory delivery zone will be monitored by **24-hour high-definition video surveillance** to comply with DCC and City of Santee requirements. Access to this area will be restricted to authorized personnel only, and security staff will supervise inventory deliveries to prevent unauthorized access.

- **Controlled Access:** The inventory delivery area will have controlled access, with a secure, monitored entry point for delivery personnel. Distribution drivers will enter through a designated door that is monitored by security cameras at all times, and access will be strictly limited to authorized employees.
- **Delivery Scheduling:** Inventory deliveries will be scheduled to occur during regular business hours but outside of peak customer periods to minimize disruption. Leaf Society will coordinate delivery times with distributors to ensure that the process runs smoothly and securely.

2. VERIFICATION AND INSPECTION OF DELIVERED PRODUCTS

Upon arrival, all cannabis products will be thoroughly inspected and verified before being accepted into inventory. Leaf Society will use the Treez POS system, fully integrated with Metrc, California's state-mandated track-and-trace system, to log each delivery and track products from receipt to sale.

- **Delivery Manifest Verification:** All inventory deliveries must be accompanied by a detailed manifest, which includes information such as product type, weight, and batch numbers. Authorized employees will review this manifest and cross-check it with the physical products to ensure accuracy. This process will ensure that only licensed products from compliant distributors are accepted.
- **Product Inspection:** After the manifest is verified, each product will be inspected for quality and compliance. This includes checking for proper labeling, such as batch numbers, testing information, and compliance with packaging requirements. Any discrepancies or non-compliant products will be refused, and the vendor will be notified immediately.
- **Metrc Integration:** Once the products have been inspected and accepted, they will be logged into the Metrc system via the Treez POS. This will ensure that all products are tracked throughout their lifecycle, from receipt to sale, and that inventory data is updated in real-time to ensure compliance with state regulations.

3. INVENTORY MANAGEMENT AND STORAGE

After products are verified and accepted, they will be transported to a secure storage area within the Limited Access Area (LAA). This area is monitored by 24-hour video surveillance, ensuring that all products are protected from unauthorized access, theft, or tampering.

- **Temperature Control and Product Organization:** Leaf Society will ensure that temperature-sensitive products are stored under proper conditions to prevent degradation. Products will be organized by batch and expiration date, allowing for easy inventory management, and ensuring that older products are sold first (first-in, first-out method).
- **Real-Time Inventory Updates:** As products are received, inventory levels will be automatically updated in the Treez system, preventing overstocking or understocking, and ensuring accurate inventory counts at all times.

4. SECURITY PROTOCOLS FOR RECEIVING DELIVERIES

Security is a top priority when receiving cannabis inventory deliveries. Leaf Society will implement the following security measures to ensure the safety of employees and products.

- **On-Site Security Personnel:** During each and every inventory delivery, security personnel will be present to monitor the process and ensure that only authorized personnel are present. The entire delivery will be recorded by high-definition video cameras, which will maintain footage for a minimum of **90 days**, in compliance with state and local regulations.
- **Two-Step Verification:** To reduce the risk of errors or diversion, Leaf Society will implement a two-step verification process for receiving deliveries. The initial verification will be conducted by the receiving employee, with a secondary check performed by a manager or supervisor before products are entered into inventory.

5. DELIVERY STAFF PROTOCOLS AND ACCESS CONTROL

Only authorized employees who have undergone extensive training in Leaf Society's receiving procedures will be permitted to handle inventory deliveries. These employees will be responsible for verifying product manifests, inspecting products, and entering them into the POS and Metrc systems.

- **Delivery Staff Credentials:** All delivery staff will be required to present valid identification and proof of licensure before any products are transferred to Leaf Society's control. This will ensure that deliveries are conducted legally and in compliance with all state and local regulations.
- **Restricted Access to Delivery Zone:** Access to the inventory delivery zone will be limited to authorized employees only. Distributors, contractors, or other non-employees who require access to the delivery area will be escorted by authorized personnel, and their movements will be logged and monitored.

6. RECORDKEEPING AND DOCUMENTATION

Leaf Society will maintain comprehensive records of all inventory deliveries, including delivery manifests, inspection reports, and inventory logs. These records will be stored digitally in the Treez POS system for a minimum of **seven years**, as required by DCC and City of Santee regulations. All video footage of deliveries will be stored for at least **90 days**, ensuring full transparency and accountability.

- **Real-Time Recordkeeping:** All delivery and inventory data will be logged in real-time, ensuring that Leaf Society's inventory records are up to date and readily available for regulatory review.

7. EMERGENCY PROCEDURES

In the event of a security breach, theft, or other emergency during the delivery process, Leaf Society will enact its **Emergency Contingency Plan**. This includes immediate lockdown of the delivery area, notification of the local Sheriff's Department and City Manager, and an internal investigation to identify and correct the issue. All discrepancies or suspicious activities will be reported immediately, and corrective actions will be implemented to prevent future incidents.

2.C. POS SYSTEM

Leaf Society will utilize the Treez POS system to manage all sales transactions, inventory control, and customer data. Specifically designed for the cannabis retail industry, Treez provides full integration with California's state-mandated Metrc track-and-trace system, ensuring real-time tracking and compliance with state regulations governing cannabis sales and inventory management.

1. INTERACTION WITH THE STATE'S TRACK-AND-TRACE SYSTEM (METRC)

The Treez system is fully integrated with the Metrc system, allowing Leaf Society to synchronize all cannabis product movements in real time from the moment of receipt through sale, returns, or disposal. This will ensure compliance with DCC regulations and allows for seamless reporting of:

- **Product Intake and Inventory Updates:** All cannabis goods received by Leaf Society will be logged into both the Treez system and Metrc immediately upon receipt. Product identifiers such as batch numbers, expiration dates, and product weights will be recorded and tracked in real time to prevent discrepancies.
- **Sales Transactions:** Treez will process all sales transactions while simultaneously updating Metrc, ensuring that each sale is documented with real-time data. The system will also verify purchase limits set by state law, ensuring that no customer exceeds allowable purchase quantities.
- **Waste Management:** Treez will track the destruction of unusable cannabis products and automatically update Metrc to reflect waste disposal activities, ensuring that all non-sellable products are properly documented.
- This seamless integration with Metrc will ensure full compliance with state-mandated tracking requirements and transparency in Leaf Society's operations.

2. NUMBER AND LOCATION OF POINT-OF-SALE TERMINALS

At full capacity, Leaf Society will operate **eight Point-of-Sale (POS) terminals** strategically located at customer service stations throughout the retail space. These terminals will allow for efficient handling of high transaction volumes, ensuring smooth customer flow and minimizing wait times. Each terminal will be equipped with the following features:

- **Real-Time Inventory Updates:** Each terminal will be connected to the Treez system, ensuring that inventory levels are updated in real time as products are sold. This prevents overselling and maintains accurate stock levels at all times.
- **Customer Check-In Integration:** The POS terminals will be integrated with Leaf Society's customer check-in system, allowing for immediate age verification and tracking of individual purchase histories in compliance with both state and local regulations.
- **Hardware and Software Features:** Each terminal will include barcode scanners, receipt printers, and secure cash drawers to facilitate fast and secure transactions. Additionally, each terminal will be linked to a centralized database for seamless reporting and system-wide synchronization.

3. KEY FEATURES AND FUNCTIONALITIES OF THE TREEZ SYSTEM

The Treez POS system offers robust functionality that enhances Leaf Society's operational efficiency and will ensure compliance with state and local regulations.

- **Customer Check-In Integration:** Treez will streamline the customer check-in process by verifying customer identification and logging purchase history in real time, ensuring that Leaf Society complies with age-verification requirements and state-mandated purchase limits.
- **Real-Time Inventory Control:** Inventory levels will be automatically updated with every transaction, ensuring accurate stock management. Any discrepancies in stock counts will trigger automatic alerts, prompting immediate investigation and corrective actions.

- **Sales Reporting and Analytics:** Treez will generate detailed sales reports, including product-specific data, daily revenue summaries, and customer trends. These reports will enable Leaf Society to optimize product offerings, manage inventory efficiently, and fulfill compliance reporting requirements for both local and state authorities.
- **Employee-Specific Logins and Security:** The Treez system will feature secure employee logins, ensuring that all transactions are linked to individual employees. This will add an extra layer of accountability and prevent unauthorized access. Role-based permissions will be implemented to restrict access to sensitive functions such as inventory adjustments or transaction voids.

4. SYSTEM SECURITY AND DATA INTEGRITY

Leaf Society will implement strict security protocols to protect customer data, transaction records, and inventory movements. Key measures include:

- **Employee Access Controls:** Each employee will be assigned a unique login and tiered access based on their role. Only authorized personnel will have access to sensitive areas of the system, such as inventory adjustments or refunds.
- **Audit Trails and Incident Reporting:** The system will maintain detailed audit trails of all transactions and inventory movements, which will be made available for inspection by state regulators or local authorities. Any discrepancies or security breaches will be promptly reported to the City Manager and the DCC.
- **Data Security and Backups:** All transaction data will be encrypted and securely stored in compliance with both state and local data security laws. Regular backups will be performed to ensure that data is protected in the event of a system failure.

5. CONTINUOUS COMPLIANCE AND REPORTING

Treez will provide Leaf Society with ongoing compliance support through automated reporting features, ensuring that the business remains up to date with all state and local reporting requirements. These features include:

- **Real-Time Reporting to Metrc:** All product movements, sales, returns, and waste disposal activities will be logged and reported to Metrc in real time, ensuring compliance with the DCC's 24-hour reporting requirement.
- **Gross Sales and Tax Reporting:** Treez will generate comprehensive sales reports that track gross sales by product weight and transaction. These reports will ensure that Leaf Society complies with local and state tax reporting obligations.
- **Audit and Compliance Checks:** The system will conduct periodic compliance checks to ensure that Leaf Society's operations remain in full alignment with evolving state and local cannabis laws.

2.D. CUSTOMERS PER HOUR/DAY

| YEAR 1 | | | | | | | |
|----------|--------|---------|-----------|----------|--------|----------|--------|
| | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
| 9:00 AM | 24.54 | 24.54 | 24.54 | 24.54 | 24.44 | 25.67 | 24.54 |
| 10:00 AM | 39.80 | 39.80 | 39.80 | 39.80 | 39.62 | 41.63 | 39.80 |
| 11:00 AM | 41.45 | 41.45 | 41.45 | 41.45 | 46.38 | 54.21 | 41.45 |
| 12:00 PM | 62.18 | 62.18 | 62.18 | 62.18 | 69.57 | 81.32 | 62.18 |
| 1:00 PM | 41.45 | 41.45 | 41.45 | 41.45 | 46.38 | 54.21 | 41.45 |
| 2:00 PM | 20.73 | 20.73 | 20.73 | 20.73 | 23.19 | 27.11 | 20.73 |
| 3:00 PM | 26.53 | 26.53 | 26.53 | 26.53 | 42.30 | 34.69 | 26.53 |
| 4:00 PM | 59.69 | 59.69 | 59.69 | 59.69 | 95.17 | 78.06 | 59.69 |
| 5:00 PM | 90.20 | 90.20 | 90.20 | 90.20 | 143.81 | 117.96 | 90.20 |
| 6:00 PM | 90.20 | 90.20 | 90.20 | 90.20 | 143.81 | 117.96 | 90.20 |
| 7:00 PM | 65.00 | 65.00 | 65.00 | 65.00 | 103.63 | 85.00 | 65.00 |
| 8:00 PM | 46.43 | 46.43 | 46.43 | 46.43 | 73.24 | 72.86 | 46.43 |

| YEAR 2 | | | | | | | |
|----------|--------|---------|-----------|----------|--------|----------|--------|
| | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
| 9:00 AM | 28.08 | 28.08 | 28.08 | 28.08 | 19.97 | 22.59 | 28.08 |
| 10:00 AM | 45.53 | 45.53 | 45.53 | 45.53 | 32.38 | 36.64 | 45.53 |
| 11:00 AM | 47.43 | 47.43 | 47.43 | 47.43 | 37.90 | 47.71 | 47.43 |
| 12:00 PM | 71.14 | 71.14 | 71.14 | 71.14 | 56.85 | 71.56 | 71.14 |
| 1:00 PM | 47.43 | 47.43 | 47.43 | 47.43 | 37.90 | 47.71 | 47.43 |
| 2:00 PM | 23.71 | 23.71 | 23.71 | 23.71 | 18.95 | 23.85 | 23.71 |
| 3:00 PM | 30.35 | 30.35 | 30.35 | 30.35 | 34.56 | 30.53 | 30.35 |
| 4:00 PM | 68.29 | 68.29 | 68.29 | 68.29 | 77.77 | 68.70 | 68.29 |
| 5:00 PM | 103.20 | 103.20 | 103.20 | 103.20 | 117.52 | 103.81 | 103.20 |
| 6:00 PM | 103.20 | 103.20 | 103.20 | 103.20 | 117.52 | 103.81 | 103.20 |
| 7:00 PM | 74.37 | 74.37 | 74.37 | 74.37 | 84.68 | 74.81 | 74.37 |
| 8:00 PM | 53.12 | 53.12 | 53.12 | 53.12 | 59.85 | 64.12 | 53.12 |

YEAR 3

| | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|----------|--------|---------|-----------|----------|--------|----------|--------|
| 9:00 AM | 29.12 | 29.12 | 29.12 | 29.12 | 20.71 | 23.43 | 29.12 |
| 10:00 AM | 47.22 | 47.22 | 47.22 | 47.22 | 33.58 | 38.00 | 47.22 |
| 11:00 AM | 49.18 | 49.18 | 49.18 | 49.18 | 39.30 | 49.47 | 49.18 |
| 12:00 PM | 73.77 | 73.77 | 73.77 | 73.77 | 58.95 | 74.21 | 73.77 |
| 1:00 PM | 49.18 | 49.18 | 49.18 | 49.18 | 39.30 | 49.47 | 49.18 |
| 2:00 PM | 24.59 | 24.59 | 24.59 | 24.59 | 19.65 | 24.74 | 24.59 |
| 3:00 PM | 31.48 | 31.48 | 31.48 | 31.48 | 35.84 | 31.66 | 31.48 |
| 4:00 PM | 70.82 | 70.82 | 70.82 | 70.82 | 80.65 | 71.24 | 70.82 |
| 5:00 PM | 107.02 | 107.02 | 107.02 | 107.02 | 121.87 | 107.66 | 107.02 |
| 6:00 PM | 107.02 | 107.02 | 107.02 | 107.02 | 121.87 | 107.66 | 107.02 |
| 7:00 PM | 77.12 | 77.12 | 77.12 | 77.12 | 87.82 | 77.58 | 77.12 |
| 8:00 PM | 55.09 | 55.09 | 55.09 | 55.09 | 62.07 | 66.49 | 55.09 |

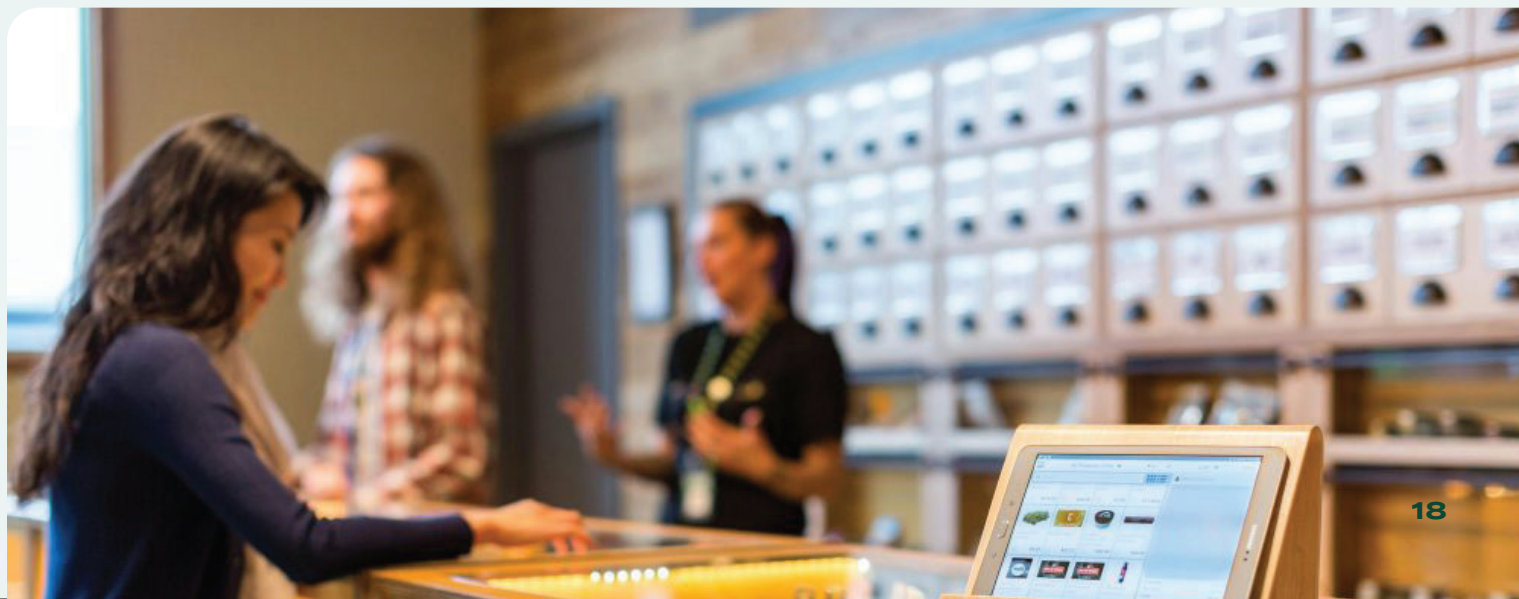
YEAR 4

| | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|----------|--------|---------|-----------|----------|--------|----------|--------|
| 9:00 AM | 30.57 | 30.57 | 30.57 | 30.57 | 21.74 | 24.60 | 30.57 |
| 10:00 AM | 49.58 | 49.58 | 49.58 | 49.58 | 35.26 | 39.90 | 49.58 |
| 11:00 AM | 51.64 | 51.64 | 51.64 | 51.64 | 41.27 | 51.95 | 51.64 |
| 12:00 PM | 77.46 | 77.46 | 77.46 | 77.46 | 61.90 | 77.92 | 77.46 |
| 1:00 PM | 51.64 | 51.64 | 51.64 | 51.64 | 41.27 | 51.95 | 51.64 |
| 2:00 PM | 25.82 | 25.82 | 25.82 | 25.82 | 20.63 | 25.97 | 25.82 |
| 3:00 PM | 33.05 | 33.05 | 33.05 | 33.05 | 37.64 | 33.25 | 33.05 |
| 4:00 PM | 74.37 | 74.37 | 74.37 | 74.37 | 84.68 | 74.81 | 74.37 |
| 5:00 PM | 112.37 | 112.37 | 112.37 | 112.37 | 127.96 | 113.04 | 112.37 |
| 6:00 PM | 112.37 | 112.37 | 112.37 | 112.37 | 127.96 | 113.04 | 112.37 |
| 7:00 PM | 80.98 | 80.98 | 80.98 | 80.98 | 92.21 | 81.46 | 80.98 |
| 8:00 PM | 57.84 | 57.84 | 57.84 | 57.84 | 65.17 | 69.82 | 57.84 |

| YEAR 5 | | | | | | | |
|----------|--------|---------|-----------|----------|--------|----------|--------|
| | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
| 9:00 AM | 32.10 | 32.10 | 32.10 | 32.10 | 22.83 | 25.83 | 32.10 |
| 10:00 AM | 52.06 | 52.06 | 52.06 | 52.06 | 37.02 | 41.89 | 52.06 |
| 11:00 AM | 54.22 | 54.22 | 54.22 | 54.22 | 43.33 | 54.55 | 54.22 |
| 12:00 PM | 81.34 | 81.34 | 81.34 | 81.34 | 65.00 | 81.82 | 81.34 |
| 1:00 PM | 54.22 | 54.22 | 54.22 | 54.22 | 43.33 | 54.55 | 54.22 |
| 2:00 PM | 27.11 | 27.11 | 27.11 | 27.11 | 21.67 | 27.27 | 27.11 |
| 3:00 PM | 34.70 | 34.70 | 34.70 | 34.70 | 39.52 | 34.91 | 34.70 |
| 4:00 PM | 78.08 | 78.08 | 78.08 | 78.08 | 88.92 | 78.55 | 78.08 |
| 5:00 PM | 117.99 | 117.99 | 117.99 | 117.99 | 134.36 | 118.69 | 117.99 |
| 6:00 PM | 117.99 | 117.99 | 117.99 | 117.99 | 134.36 | 118.69 | 117.99 |
| 7:00 PM | 85.02 | 85.02 | 85.02 | 85.02 | 96.82 | 85.53 | 85.02 |
| 8:00 PM | 60.73 | 60.73 | 60.73 | 60.73 | 68.43 | 73.31 | 60.73 |

The business anticipates serving a steady flow of customers throughout each day, with peak hours occurring in the late afternoon and early evening. In **Year 1**, we expect to serve an average of **667 transactions per day**, with customer volumes distributed fairly evenly across weekdays and increasing on weekends. The busiest times are projected between **12:00 PM** and **6:00 PM**, with **over 60 customers per hour** during those peak times. As the business gains traction, customer volume is projected to grow, reaching **792 transactions per day** by **Year 3**. This growth reflects both increased market presence and customer loyalty. Similar trends are expected in subsequent years, with a consistent increase in the number of transactions per day, driven by higher customer demand and expanded product offerings.

The projection for customer flow allows for optimized staffing and operational efficiency, ensuring that peak periods are well-managed while maintaining high-quality customer service throughout the day.



2.E. PROPOSED PRODUCT LINE

The proposed product line, including brand names, to be sold at the business, and estimate the percentage of sales of flower and manufactured products.

PROPOSED PRODUCT LINE AND PERCENTAGE BREAKDOWN

Our cannabis retail business will feature a carefully curated selection of products that cater to a wide range of consumer preferences. Below is the proposed product line, including brand names that will be available for sale, along with an estimated percentage breakdown of sales by product category.

| | | | | | |
|------------------|--------------------|-------------------|------------------|-------------------|--------------------------|
| 710 Labs | Coastal Sun | Good Pizza | Kwik | Petra | Tempo |
| 818 Brand | Coldfire | Good Tide | Laughing Gas | Phases | Terra |
| A Golden State | Community Extracts | Grizzly Peak | Lax Packs | Phat Panda | Thc Design |
| Absolutextracts | Connected Cannabis | Halfpipe | Lemonnade | Phire | Thc Extracts |
| Agua De Flor | Cookies | Happy Fruit | Level | Plug Play | The Drop |
| Alien Labs | Cq Drinks | Hash Artist Farms | Life Cannabis | Plus | The Farmer And The Felon |
| Almora Farms | Creme De Canna | Hashish | Lift Tickets | Presidential | The Fight |
| Alpine | Cru Cannabis | Have Hash | Lime | Proof | The Marathon Cultivation |
| American Weed Co | Curated Cannabis | Heavenly Sweet | Littles | Puffer | The Tablet |
| Arcata Fire | Cure Injoy | Heavy Hitters | Local Cannabis | Punch | Three Kings Empire |
| Aster Farms | Dab Daddy | Heirbloom | Lolo | Pure Beauty | Time Machine |
| Astronauts | Dab Duo | Hello Again | Lost Farm | Quickies Prerolls | Timeless |
| B.O.B Stash | Dabwoods | Heritage Hash | Lowell | Raw Garden | Tonik |
| Baggie Buds | Dee Thai | High 90s | Lumpys Flowers | Reefresh | Top Shelf |
| Bear Labs | Delights | High Desert Pure | Malibu Cannabis | Rosin Tech Labs | Torch |
| Big Chief | Dime Bag | Highatus | Mambas | Rove | Traditional |
| Big Petes | Dime Industries | Honey Butter | Marys Medicinals | Sattva | Treesap |
| Big Tree | Dizzies | Honeyleaf | Maven | Sauce Essentials | Trichome Gold |

| | | | | | |
|-------------------------|----------------------|-----------------------|----------------------|-----------------|------------------------|
| Blem | Dodi | Hot Sugar | Mind Your Head | Sauced | True Classic |
| Bloom Brands | Dr Norms | Hotbox | Mj Ultra | Sense | Turn |
| Bom | Dr. May | Humboldt Farms | Moon | Sensi | Tyson 20 |
| Breez | Drops | Humboldt Marijuana | Moon Valley Organics | Seven Leaves | Uncle Arnies |
| Brite Labs | Eighth Brother | Humboldt Terp Council | Mr Zips | Shango | Upnorth Humboldt |
| Buddies Brand | El Blunto | Humo | Muha Meds | Shish | Ursa |
| Bulk | Ember Valley | Hush | Nasha | Sicario | Venterra Farms |
| Cadre | Emerald Bay Extracts | Huxleys | Nfuzed | Sip Elixirs | Verdure |
| Cake She Hits Different | Emerald Sky | Hydrotic | Noah's Premium | Sirius | Vetcbd |
| Cali Banger | Everyday Dabs | Hyten | Noble Trees | Sluggers | Vuze |
| Cali Clear | Evidence | Iced | Northern Emeralds | Smoakland | Wave Rider Nursery |
| Cali Lotus | Farmer's Cup | Jeeter | Northern Harvest | Smokiez | West Coast Cure |
| California Love | Fig Farms | Jeff Sessions | Nuvata | Snickle Fritz | Whoa |
| Cam | Fine Cut Cannabis | Jelly Wizard | Oh Well | Sog Army | Wizard Trees |
| Camino | Flav | Jetpacks | Om | Soma Rosa Farms | Wvy |
| Cann | Flight Bites | Jetty Extracts | Opi Not | Sorbet | Wyld |
| Canna Trust | Floracal | Joost | Original Pot Co. | Space Gem | Yada Yada |
| Canna Valley | Friendly Brand | Kalya | Oui'd | Sparkiez | Yerba Buena |
| Cannabiotix | Froot | Kan Ade | Pabst Blue Ribbon | St Ides | Zanna |
| Cannavis | Frosted Flavors | Kanha | Pacific Stone | Sticky | Zips By Crown Genetics |
| Canndescent | Fruit Bowl | Keef | Packwoods | Sticky Status | |
| Capulator | Fuss & Friends | Khalifa Kush | Panacea | Stiiizy | |

| | | | | | |
|----------------|-----------------|-------------|-----------------------|---------------------|--|
| Care By Design | Fypm | Kikoko | Panna | Sublime | |
| Caviar Gold | Galaxy Extracts | Kingpen | Papa And Barkley | Sugar Baby | |
| Ces | Gelato | Kiva | Papas Herb | Super Dope Brand | |
| Choice Labs | Ghost | Knockout | Paper Planes Extracts | Sweet Releaf | |
| Clarkies | Gold Drop | Krd | Park Jams | Swifts | |
| Claybourne | Goldmine | Kurvana | Pax | Team Elite Genetics | |
| Clsics | Good News | Kushy Punch | Pearl Pharma | Teds Budz | |

PERCENTAGE OF SALES BY PRODUCT TYPE

| Category | % of Revenue |
|----------------------------|--------------|
| Flower | 41% |
| Vape | 26% |
| Pre-Roll | 14% |
| Edible | 11% |
| Extract/Concentrate | 6% |
| Tincture/Topicals/Capsules | 2% |

Our product line will emphasize a balanced mix of traditional cannabis flower, vape products, and other manufactured cannabis goods, providing variety to cater to different consumer preferences. Flower remains the dominant product category, projected to account for **41%** of total revenue. This is driven by the high demand for premium cannabis flower among both recreational and medicinal users.

Vape products are expected to make up **26%** of sales, reflecting growing consumer interest in convenient, discreet consumption methods. **Pre-rolls**, accounting for **14%** of revenue, appeal to customers seeking ready-to-use cannabis products, while **edibles**, projected at **11%**, cater to consumers looking for smoke-free alternatives. The remaining categories include **extracts and concentrates** (6%), which attract experienced users seeking high-potency products, and **tinctures, topicals, and capsules** (2%), which primarily serve wellness-focused consumers seeking alternative therapeutic applications.

Our extensive selection of brands, including well-known names such as **Cookies, Stiizy, Heavy Hitters, and Raw Garden**, will ensure that customers have access to trusted products that meet their needs. These brands have established reputations for quality and compliance, which will further enhance the customer experience at our store.

By maintaining a diverse product offering, we will cater to a broad spectrum of customers, ranging from first-time users to experienced cannabis connoisseurs. This ensures that our business meets the varying demands of the local market while driving consistent revenue across multiple product categories.

2.F. ADHERENCE TO LOCAL AND STATE LAWS

Leaf Society is dedicated to full compliance with all local and state regulations governing cannabis businesses, ensuring that every aspect of our operations is aligned with the legal requirements outlined in the City of Santee's Municipal Code (SMC) Section 7.04.360, as well as California state laws. Our commitment to legal compliance is a cornerstone of our operational strategy, promoting a safe and responsible business environment.

1. AWARENESS AND INTEGRATION OF LOCAL REQUIREMENTS

Leaf Society is fully aware of and will adhere to all local operating requirements detailed in SMC Section 7.04.360 for cannabis retail businesses within the City of Santee. These requirements will be systematically integrated into our Standard Operating Procedures (SOPs) and operational protocols to ensure that every aspect of our business complies with local laws. Our SOPs will be regularly reviewed and updated to incorporate any changes in local or state regulations.

- **Restricted Access and Age Verification:** Leaf Society will ensure that no cannabis products are sold or distributed to individuals under the age of 21, except for qualifying medical cannabis patients with a valid physician's recommendation or identification card. Access to our facility will be restricted accordingly, and signage will be posted to comply with the city's requirements.
- **Signage and Consumption Restrictions:** We will prominently display signs prohibiting on-site cannabis consumption and ensure that no cannabis products or depictions are visible from outside the facility. These measures comply with local ordinances and reflect our commitment to maintaining a responsible public presence.

2. COMPLIANCE WITH STATE LAWS

Leaf Society will adhere to the state's Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and all regulations set forth by the DCC. Our operations will conform to all applicable state laws, particularly concerning:

- **Track-and-Trace System (Metrc):** We will utilize the state-mandated Metrc system to monitor all cannabis products from seed to sale, ensuring accurate tracking at every stage of the supply chain, including receipt, storage, sales, and disposal. The system will be fully integrated with our POS system to provide real-time updates on inventory movements, ensuring compliance with both state and local reporting obligations.
- **Inventory Control and Security:** Cannabis products will be stored in secured vaults and limited-access areas, monitored 24/7 by a comprehensive video surveillance system. Access to these areas will be restricted to authorized personnel, and all access logs will be maintained for at least 120 days, as required by DCC regulations and local laws.

3. STAFF TRAINING AND COMPLIANCE PROTOCOLS

Leaf Society will provide thorough compliance training for all employees, covering both local and state regulations. This training will include:

- **Customer Verification and Age-Check Procedures:** Employees will be trained to verify customer eligibility in accordance with SMC Section 7.04.360 and state law, ensuring that all customers present valid identification before purchasing cannabis products.
- **Product Handling and Secure Storage:** Staff will receive training on proper cannabis product handling, secure storage protocols, and the use of the track-and-trace system to monitor product movement.
- **Compliance Manuals:** Detailed compliance manuals outlining local and state laws will be distributed to all employees and updated regularly. These manuals will serve as a reference guide and will be used during training to ensure that employees understand their responsibilities in maintaining regulatory compliance.

4. COMPLIANCE OFFICER AND OVERSIGHT

Leaf Society will appoint a dedicated Compliance Officer responsible for ensuring adherence to all local and state regulations. The Compliance Officer will:

- **Monitor Legal Developments:** Stay informed of any changes to local or state cannabis regulations, ensuring that Leaf Society's SOPs and training materials are regularly updated.
- **Liaison with Authorities:** Serve as a point of contact with the City of Santee and the DCC, and attend meetings, forums, and training sessions to stay informed on regulatory expectations.
- **Conduct Regular Audits:** Oversee internal compliance audits, reviewing areas such as inventory control, customer verification, waste management, and security protocols. These audits will ensure that Leaf Society remains compliant with all applicable laws and can promptly implement any necessary corrective actions.

5. REPORTING AND RECORDKEEPING

Leaf Society will maintain accurate records of all transactions, inventory movements, and waste disposal activities, complying with both DCC and City of Santee recordkeeping requirements. Our records will be stored for a minimum of seven years, ensuring that they are readily available for inspection by regulatory authorities.

- **Incident Reporting:** In the event of any discrepancies, such as theft, loss, or suspected diversion of cannabis products, Leaf Society will immediately notify the DCC, the City Manager, and law enforcement, and take swift corrective action. All incident reports will be fully documented and made available for review.

6. COMMUNITY ENGAGEMENT AND EMERGENCY CONTACT

Leaf Society is committed to being a responsible community member, working closely with the City of Santee to address any concerns related to our operations, such as traffic, noise, or odor control. As part of our compliance plan, we will provide up-to-date emergency contact information to the city, ensuring that designated employees are available to respond to any emergencies or regulatory inquiries.

7. CONTINUOUS IMPROVEMENT AND LEGAL ADAPTATION

Recognizing that cannabis regulations are constantly evolving, Leaf Society will regularly review and adapt our compliance protocols to stay ahead of changes in local and state laws. Our commitment to continuous improvement will ensure that we remain compliant with the latest legal standards and maintain an ethical and responsible business operation.



2.G. DIVERSION PREVENTION

Leaf Society is fully committed to preventing the diversion of cannabis products from the legal supply chain into the illicit market. Our diversion prevention protocols are designed to ensure the security of cannabis products and full compliance with DCC regulations, as well as the City of Santee's local ordinances. These measures include robust physical security, advanced technological systems, and continuous employee training.

1. COMPREHENSIVE EMPLOYEE TRAINING

All employees involved in handling cannabis products will undergo thorough training in diversion prevention protocols. This training emphasizes the security and tracking of cannabis goods, regulatory compliance, and recognizing suspicious activities that could lead to product diversion. Employees must complete a certification process to demonstrate their ability to implement our diversion prevention measures. Refresher training sessions will be conducted biannually to ensure continued compliance.

2. ADVANCED TRACK-AND-TRACE SYSTEM (METRC)

Leaf Society will utilize the state-mandated Metrc track-and-trace system to monitor cannabis products from seed to sale, ensuring all products are tracked at every stage:

- **Receiving Inventory:** Upon receipt of cannabis products, deliveries will be verified and immediately logged into the Metrc system. Inventory counts will be conducted and discrepancies are reported without delay. Products will be stored in secure Limited Access Areas under continuous video surveillance until sold or otherwise disposed of.
- **Sales Transactions:** All sales will be processed through a POS system fully integrated with Metrc. This will ensure every transaction is recorded and reported to the DCC, including details on product movement, quantities sold, and customer verification.
- **Disposal and Waste Management:** All cannabis waste will be tracked through Metrc, ensuring that unusable products are accounted for and disposed of securely. Waste is rendered non-consumable and recorded in the track-and-trace system, including the volume and method of disposal.

3. PHYSICAL SECURITY AND ACCESS CONTROL

Leaf Society will enforce stringent security measures to prevent unauthorized access to cannabis products:

- **Perimeter Security:** Our facility will be equipped with advanced security features, including perimeter fencing, exterior lighting, and motion sensors to deter unauthorized entry, especially during non-operating hours.
- **Vault Storage:** Cannabis products will be securely stored in vaults or vault-equivalents that meet burglary and fire-resistant standards. During non-operating hours, all cannabis goods will be locked in these secure areas, preventing any unauthorized access or theft.
- **Controlled Access:** Only authorized personnel will be permitted access to the LAAs where cannabis products are stored. All access events will be logged, and employees will be required to use personal identification credentials to enter these areas. Logs will be stored for 120 days and will be available for inspection by regulatory authorities upon request.

4. CONTINUOUS SURVEILLANCE AND MONITORING

Our facility will be monitored by a 24-hour surveillance system equipped with high-definition cameras. The cameras will cover all key areas, including entrances, exits, storage areas, and points where cannabis goods are handled or stored. Surveillance footage will be retained for 120 days and can be accessed remotely by the City Manager or Sheriff's Department for audit purposes.

- **Alarm Systems:** In addition to surveillance, our facility will be protected by a professionally monitored real-time alarm system. Panic buttons will be installed at strategic locations for emergency situations, ensuring immediate notification of law enforcement if needed.

5. REGULAR INVENTORY AUDITS AND SPOT CHECKS

Leaf Society will conduct regular inventory audits to reconcile actual stock levels with records in the Metrc system. Weekly and monthly audits will be performed by trained personnel to ensure the accuracy of inventory records, with random spot checks conducted to identify any potential discrepancies. Any significant differences will be investigated immediately, and corrective actions will be taken as needed.

6. DIVERSION PREVENTION IN WASTE MANAGEMENT

Cannabis waste will be carefully tracked and managed to prevent diversion. All waste will be rendered unusable by mixing it with non-consumable materials, in compliance with DCC regulations. This process will be conducted under continuous video surveillance, and waste will be securely stored until collected by licensed waste disposal providers. Waste management records will be maintained in the Metrc system to ensure traceability.

7. INCIDENT REPORTING AND CORRECTIVE ACTIONS

In the event of product theft, loss, or suspected diversion, Leaf Society will immediately notify the DCC, the City Manager, and law enforcement in accordance with state and local law. A full investigation will be conducted, and corrective measures will be implemented to prevent recurrence. Detailed reports of all incidents and investigations will be made available for regulatory review.

8. ZERO TOLERANCE POLICY

Leaf Society enforces a Zero Tolerance policy for any employee involvement in product diversion or theft. All employees will be required to report any suspicious activities related to diversion, and failure to do so may result in disciplinary action, including termination. Each employee will be required to sign an acknowledgment of this policy upon onboarding, reaffirming our commitment to secure operations.

By integrating advanced track-and-trace technology, strict security measures, and continuous monitoring, Leaf Society will ensure that all cannabis products are tracked, secured, and accounted for at every stage of the supply chain. Our comprehensive diversion prevention protocols will minimize the risk of diversion and ensure compliance with all applicable local and state regulations.

2.H. WASTE MANAGEMENT PLAN

Leaf Society's waste management plan will ensure that cannabis waste is handled securely, responsibly, and in full compliance with DCC regulations and the City of Santee requirements. This plan will also integrate sustainability initiatives to minimize environmental impact while maintaining regulatory compliance.

EVALUATION AND HANDLING OF WASTE TYPES

All cannabis waste generated by Leaf Society will undergo a thorough evaluation to determine if it qualifies as hazardous waste under Public Resources Code section 40141. Any hazardous waste will be handled according to strict state and local guidelines to ensure both safety and environmental responsibility.

WASTE RENDERING PROCESS

Cannabis waste, including expired or damaged products, will be removed from its packaging and rendered unusable, unrecoverable, and non-consumable by mixing it with non-consumable materials like soil or compost. This process will ensure that the resulting waste is at least 50% non-cannabis material by volume, as required by state regulations. The entire process will occur under continuous video surveillance, and footage will be stored for 120 days to ensure compliance and accountability.

DISPOSAL METHODS

Leaf Society will employ a comprehensive, multi-method approach to cannabis waste disposal, ensuring flexibility and thoroughness:

- **Licensed Waste Hauler:** Leaf Society will contract with a licensed cannabis waste hauler to collect and dispose of cannabis waste. The waste will be stored in lockable, tamper-proof containers, which will be weighed and scanned upon collection. Digital manifests will be maintained to document the disposal process and ensure traceability.
- **On-Site Composting:** When appropriate, Leaf Society will consider on-site composting of cannabis waste in a controlled environment to further support our sustainability efforts.
- **Self-Hauling:** In cases where on-site disposal is not feasible, Leaf Society may self-haul cannabis waste to a state-approved disposal facility, such as a fully permitted landfill or composting facility. All self-hauling activities will be carried out exclusively by Leaf Society employees and accompanied by certified weight tickets or receipts from the disposal facility.

All waste disposal activities will be tracked through our integrated track-and-trace system, and records such as manifests, surveillance footage, and receipts will be stored and readily available for inspection by regulatory agencies for a minimum of seven years.

WASTE STORAGE AND SECURITY MEASURES

TRAINING AND PREVENTION OF DIVERSION

All employees involved in the cannabis waste management process will receive thorough training on regulatory compliance and diversion prevention. To minimize the risk of waste diversion into the illicit market, strict access control measures will be in place, and only authorized personnel will have access to waste handling and storage areas.

SUSTAINABILITY INITIATIVES: THE THREE R'S

Leaf Society is committed to sustainability through the application of the Three R's: Reduce, Reuse, Recycle. Recycling containers will be placed throughout the facility to promote the recycling of non-cannabis materials. Additionally, Leaf Society will encourage customers to participate in a reuse program by offering a discount to those who return packaging for recycling or reuse. Our facility will also prioritize paperless recordkeeping to reduce our overall environmental footprint.

INCIDENT REPORTING AND CORRECTIVE ACTIONS

In the event of any discrepancies, such as theft or diversion of cannabis waste, Leaf Society will immediately notify the City Manager and provide a detailed incident report. Corrective actions will include reviewing and updating waste management procedures, retraining staff, and implementing additional security measures to prevent future incidents.

SECTION B

LABOR AND EMPLOYMENT PLAN



Confidential/Proprietary Information

SECTION B LABOR AND EMPLOYMENT PLAN

1. NUMBER OF EMPLOYEES

At the initial stage of operation, Leaf Society anticipates employing between 20 to 30 individuals to manage the daily operations of the business effectively. This workforce will allow us to meet the demands of our customers while ensuring compliance with all state and local regulations. As the business grows and customer demand increases, we will adjust staffing levels accordingly to ensure continued operational efficiency and maintain our high standard of customer service. Our initial staffing plan is designed to balance efficient operations with a strong focus on customer satisfaction.

Below is a breakdown of roles and the number of employees anticipated for each:

1 CHIEF EXECUTIVE OFFICER (CEO):

The CEO will provide overall leadership and strategic direction, overseeing all aspects of the business and ensuring compliance with regulations.

1 CHIEF OPERATING OFFICER (COO):

The COO will manage daily operational tasks, including product procurement, inventory control, and staff management.

1 COMPLIANCE OFFICER (CO):

The Compliance Officer will oversee regulatory compliance, licensing, and audits to ensure that all business practices adhere to local and state laws.

1 COMMUNITY RELATIONS OFFICER (CRO):

The CRO will manage public relations, community engagement, and social equity initiatives, building and maintaining relationships with local stakeholders.

1 GENERAL MANAGER (GM):

The General Manager will handle day-to-day operations of the retail store, including staff management, customer service, and sales performance.

1 INVENTORY MANAGER:

The Inventory Manager will manage all aspects of product storage, inventory audits, and ensure that products are tracked and compliant with state regulations.

2-3 VERIFICATION SPECIALISTS:

Verification Specialists will be responsible for screening customers at the entrance, ensuring only qualified patrons enter the premises.

1-2 TEAM LEADS:

The Team Leads will oversee the activities of the Cannabis Specialists, ensuring smooth retail operations and assisting with customer service issues.

18-24 CANNABIS SPECIALISTS:

Cannabis Specialists will be the front-line employees responsible for assisting customers with product selection, handling transactions, and ensuring compliance with age verification and product handling regulations.

2-3 INVENTORY TECHNICIANS:

Inventory Technicians will assist the Inventory Manager with the handling and storage of products, conducting inventory counts, and ensuring products are maintained in compliance with health and safety standards.

In alignment with our commitment to local hiring, Leaf Society aims to hire from within the Santee community to help bolster local employment and contribute positively to the community's economic growth. We will work with local employment agencies and organizations to recruit qualified candidates, ensuring that our workforce reflects the community we serve. Our goal is to create job opportunities for residents, improve local socio-economic outcomes, and maintain beneficial relationships with our employees and the local community.

2. EMPLOYEE RESPONSIBILITIES

Leaf Society has developed a structured staffing plan that clearly defines the responsibilities of each position within the company. This ensures that each employee understands their role in supporting the business's overall success. Our staffing structure includes leadership roles, middle management, and front-line retail and inventory positions. Below is an overview of the core responsibilities for key roles within the company:

CHIEF EXECUTIVE OFFICER (CEO):

The CEO will provide overall leadership and strategic direction for the company, overseeing all aspects of business operations. The CEO will be responsible for ensuring compliance with state and local cannabis regulations, managing long-term planning, and driving the business's mission and growth objectives. This role involves high-level decision-making and fostering a positive work environment in collaboration with other executives.

CHIEF OPERATING OFFICER (COO):

The COO will manage the daily operational aspects of the business, including product procurement, inventory control, sales strategy, and reporting. The COO will work closely with department leads to ensure smooth operations across all business areas. Additionally, the COO will collaborate with the Human Resources Coordinator to manage staff retention and training programs, ensuring that employees remain motivated and aligned with the company's goals.

COMPLIANCE OFFICER (CO):

The Compliance Officer will play a critical role in ensuring that Leaf Society remains in full compliance with state and local regulations. This includes overseeing licensing requirements, conducting internal audits, and managing ongoing compliance checks. The CO will work with the COO and Inventory Manager to ensure all products meet regulatory standards, and that all reporting and documentation requirements are met.

COMMUNITY RELATIONS OFFICER (CRO):

The CRO will manage public relations and community engagement efforts, acting as the primary liaison between Leaf Society and the local community. This role involves fostering positive relationships with local stakeholders, overseeing community outreach programs, and managing social equity initiatives. The CRO will ensure that Leaf Society maintains its commitment to social responsibility and community involvement.

GENERAL MANAGER (GM):

The General Manager will be responsible for the day-to-day operations of the retail store. This role includes managing the sales floor, overseeing product displays, handling customer service issues, and ensuring compliance with cash handling and security protocols. The GM will work closely with the COO to implement sales strategies and ensure a seamless customer experience.

INVENTORY MANAGER:

The Inventory Manager will oversee all aspects of inventory management, ensuring the accurate receipt, storage, and tracking of all products. This role involves verifying shipping manifests, managing product storage, and conducting regular inventory audits to ensure compliance with state regulations. The Inventory Manager will also work with the Compliance Officer to ensure inventory records are up to date and accurate.

VERIFICATION SPECIALIST:

Verification Specialists will be responsible for screening customers at the entrance of the store, ensuring that only qualified patrons are allowed entry. These employees will be trained to verify customer identification and prevent any unauthorized access to the store. Verification Specialists will be the first point of contact for customers and will play a key role in maintaining compliance with age verification and access control regulations.

TEAM LEAD:

The Team Lead will supervise the day-to-day activities of the Cannabis Specialist team. This role includes overseeing retail transactions, managing customer service interactions, and ensuring that all transactions comply with regulatory requirements. The Team Lead will act as a resource for the Cannabis Specialist team, providing guidance and support as needed.

CANNABIS SPECIALIST:

Cannabis Specialists will be responsible for providing customer service, advising on product selection, and ensuring compliance with all transaction regulations. These front-line employees will be trained to handle cash transactions, verify customer IDs, and assist customers in making informed purchasing decisions. Cannabis Specialists will play a key role in ensuring that customers have a positive, educated experience while maintaining compliance with state regulations.

INVENTORY TECHNICIAN:

Inventory Technicians will assist the Inventory Manager with product handling, storage, and tracking. They will ensure that temperature-sensitive products are stored under appropriate conditions and that all inventory is accounted for during regular audits. Inventory Technicians will also follow strict security protocols to prevent product loss or diversion and will be responsible for updating inventory records.

3. EMPLOYEE BENEFITS

Leaf Society is committed to offering a comprehensive benefits package that supports the health, well-being, and professional growth of our employees. We believe that providing competitive benefits is essential to retaining top talent and creating a positive work environment. The following benefits will be offered to full-time employees:

HEALTH CARE:

Full-time employees will be eligible for health care coverage, including medical, dental, and vision insurance, after 60 days of employment. This ensures that employees and their families have access to necessary medical care and contributes to their overall well-being.

PAID LEAVE:

Leaf Society will provide paid vacation, sick leave, and personal time off to all full-time employees. After one year of employment, employees will accrue 40 hours of paid vacation time annually. In addition to vacation leave, employees will have access to paid sick leave, which can be used for personal illness or to care for a family member. Family and medical leave will also be provided, allowing employees to take time off to care for newborns, adopt a child, or care for a seriously ill family member.

OPPORTUNITIES FOR ADVANCEMENT:

Leaf Society values the growth and development of its employees and offers regular opportunities for advancement within the company. Employees will receive annual performance reviews, during which they may be eligible for promotions and wage increases based on their performance, competency, and tenure. We firmly believe in promoting from within and providing employees with opportunities to advance their careers within the company.

RETIREMENT SAVINGS PLAN:

After one year of full-time employment, employees will be eligible to participate in Leaf Society's 401(k) retirement savings plan, which includes employer matching contributions. This benefit will provide employees with a path to long-term financial security and is part of our commitment to supporting our employees' future.

DIVERSITY AND INCLUSION POLICIES:

Leaf Society is dedicated to maintaining a diverse and inclusive workplace. We adhere to strict equal employment opportunity and anti-discrimination policies, and will ensure that all employees are treated fairly and with respect, regardless of race, gender identity, religion, disability, or other protected characteristics. Our commitment to diversity and inclusion is central to our company culture and helps foster innovation and a positive work environment.

CONTINUING EDUCATION:

Leaf Society is committed to supporting the professional growth of its employees through educational opportunities. We will cover the cost of outside cannabis certifications that our staff may pursue to enhance their knowledge of the plant, the supply chain, and the industry. Additionally, Leaf Society offers an education stipend for employees pursuing Associate's, Bachelor's, or Master's degrees, which can be applied toward tuition or other education-based expenses.

4. EMPLOYEE COUNT

| Position | Frequency | Rate | Count | Salary |
|-------------------------|-----------|--------------|-------|-----------|
| General Manager | Yearly | \$115,000.00 | 1 | \$115,000 |
| Team Lead | Yearly | \$60,000.00 | 1 | \$60,000 |
| Cannabis Specialists | FT Hourly | \$18.00 | 24 | \$898,560 |
| Inventory Manager | Yearly | \$68,000.00 | 1 | \$68,000 |
| Verifcation Specialists | FT Hourly | \$18.00 | 3 | \$112,320 |

SECTION C

SECURITY PLAN



Confidential/Proprietary Information

SECTION C SECURITY PLAN

1. QUALIFIED SECURITY PROFESSIONAL



SAPPHIRE RISK ADVISORY GROUP

Leaf Society's security mission is to protect public safety and security while preventing cannabis theft and diversion. For this, Leaf Society has contracted with **Sapphire Risk Advisory Group, LLC** ("Sapphire") (B07328001 Security Consultant, Texas, www.sapphirerisk.com) to

prepare this security plan, as well as assist in designing and implementing its security program and strategy. Sapphire has extensive expertise in implementing loss-prevention controls and processes that mitigate security threats from armed robbery and burglary specific to the cannabis industry. To prevent off-site impacts to adjoining or near properties, Sapphire and their clients focus on preventing crime before it occurs. While reactive methods of catching criminals are instituted, this security plan focuses on deterrence. Sapphire has designed security operations for over 800 cannabis businesses in 37 states, including over 175 in California.

Leaf Society will ensure compliance with the Application Procedure Guidelines for a Cannabis Business Permit ("Guidelines"), the Santee Municipal Code ("SMC"), as well as the California Code of Regulations, Title 4 ("4 CCR"), issued by the Department of Cannabis Control ("Department" or "DCC"). Leaf Society will be responsible for all violations of the laws, regulations, and ordinances of the State and City, including any violations committed by any employee or agent

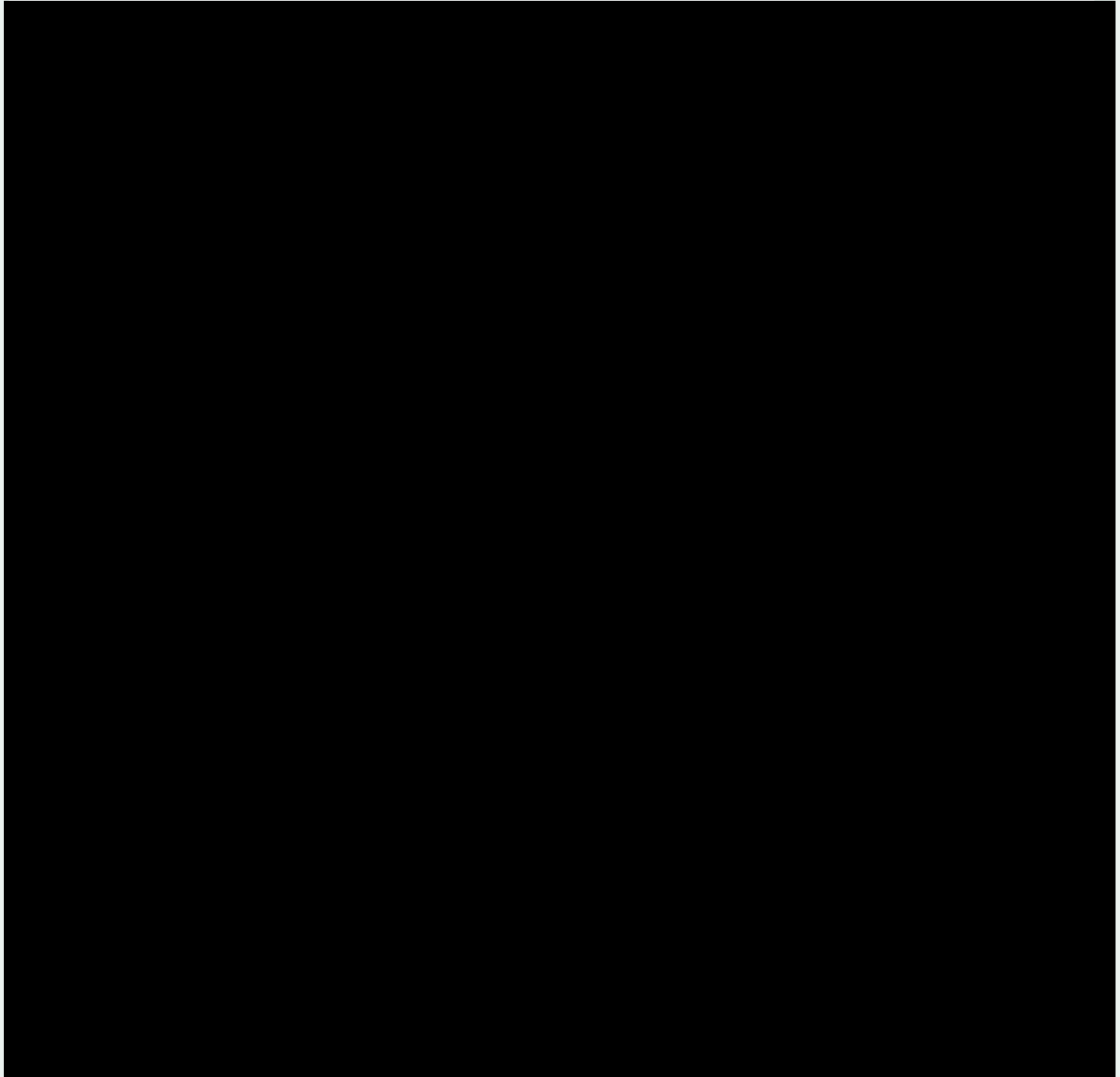
of Leaf Society. Per SMC §7.04.360(L), Leaf Society understands all provisions incorporated within Section 7.04.320, Security Measures, are directly applicable and binding.

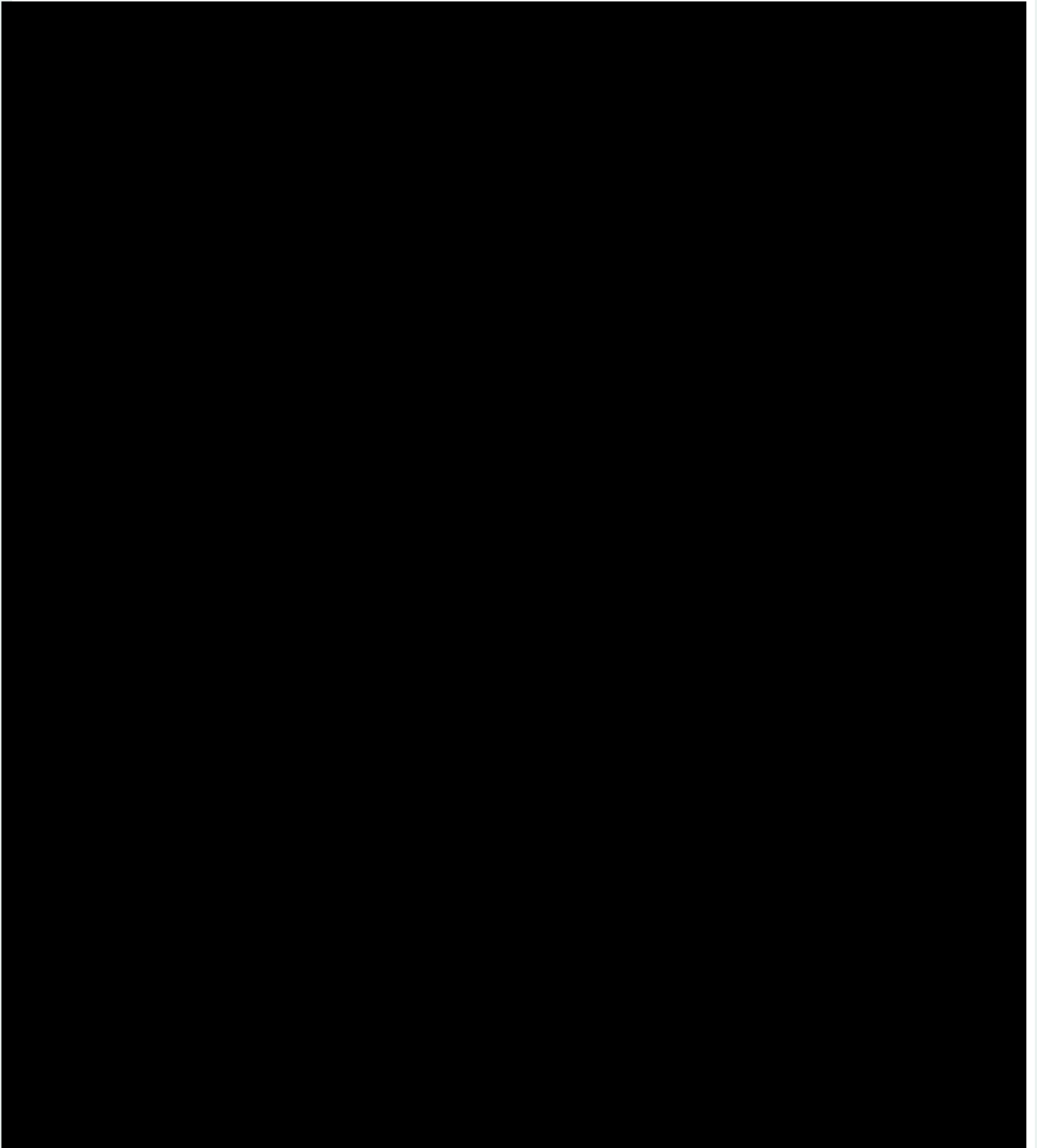
The following plan details the security measures Leaf Society will institute to ensure the safety of people both at the dispensary and the property. Compliance with the foregoing requirements will be verified by the City Manager prior to commencing business operations, per SMC §7.04.320(F). Upon renewal, the City Manager or Sheriff's Department may supplement these security requirements once operations begin, subject to review by the City Manager if requested by the business owner. Per SMC §7.04.350, the City Manager may develop other cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety, and welfare.

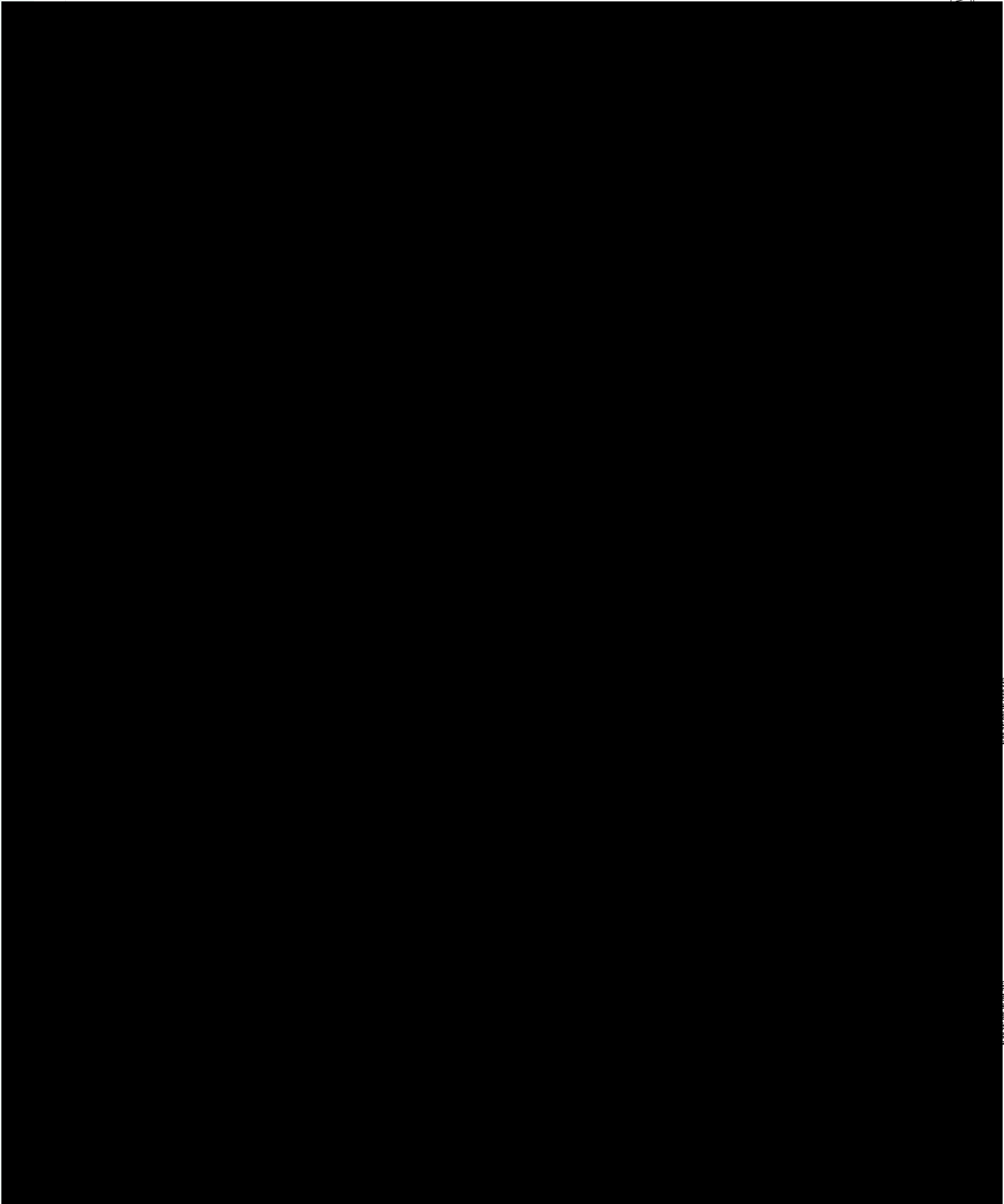


2. PREMISES DIAGRAM

The premises security diagram for this security plan meets the requirements of the DCC, Title 4, Division 19, §15006 and was prepared by a licensed architect.







N 88 35 00' W (22.83')

N 10 35 00' W (10.11')

N 10 35 00' W (10.11')

3. OPERATIONAL SECURITY

ACCESS AND VISITOR CONTROL FACILITY ACCESS PROTOCOLS

Per SMC §7.04.320(A), Leaf Society will implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products and to deter and prevent the theft of cannabis or cannabis products. Leaf Society will have a professionally installed access control system designed to protect the inventory, facility, and employees, per SMC §7.04.320(A)(15). Network security protocols will be certified by Underwriters Laboratories, LLC, via an IT company, such as **Alcott Enterprises**, familiar with UL 2900 standards and implementation.

All entrances into the facility will be secured and locked at all times with entry controlled by Leaf Society. A door alarm will be connected to all entry points to ensure that employees and security guards are aware of ingress and egress at the facility. The interior will have a Reception Area where customers and visitors must verify their age and purpose with security personnel before being allowed into the Retail Area. Per SMC §7.04.360(F), all restrooms used by the public will remain locked and under the control of management.

Leaf Society will restrict access to any area containing cannabis to all persons except authorized employees or managers. Leaf Society will employ a modular, scalable access control system for limited and restricted areas to prevent sharing of access credentials and regulate the entry of employees and visitors. Leaf Society will provide identification key cards for retailer employees based on the location to which they are assigned at a given time to ensure that only employees necessary for a particular function can access that area. Each employee card will contain a picture of the employee, and a unique serial number associated with the employee. Per 4 CCR §15043, every employee of Leaf Society will also, at all times when present on the premises, wear an identification badge issued by the company containing, at a minimum, the company's name and license number, the employee's first name, their employee number, and a color photograph of the employee that clearly shows the entire front of the employee's face and that is at least 1 inch in width and 1.5 inches in height.

A KNOX-BOX Rapid Entry System safe box will be wall-mounted outside the Reception Area and hold building keys for first responders to retrieve in emergencies. The local fire companies will hold master keys to all boxes in their response area so that they can quickly enter the premises without having to force entry or find individual keys. Additionally, emergency vehicles will have full access to the premises to provide adequate emergency vehicle access (Fire, Sheriff, Ambulance) and to give the best possible emergency response time.



Knox Box Rapid Entry System

COMMERCIAL DOORS, WINDOWS, AND LOCKS

Per SMC §7.04.360(K), operating hours will be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week. Per SMC §7.04.320(A)(12), entrance areas will remain under the control of a designated responsible party that is either: (a) an employee of Leaf Society; or (b) a licensed security professional. Leaf Society will proactively limit concealment outside the premises, and obstructions, trash, ladders, or other equipment will be removed from the exterior to prevent easy egress to the roof. No door or access point within the premises will be blocked or obstructed by interior or exterior security gates, grilles, or shutters during the dispensary's hours of operation. Steel bollards or similar physical barriers will be installed in front of the premises and rear doors to prevent a vehicle from driving through. Leaf Society will ensure exterior windows are burglar-resistant and secured with glassbreak sensors. Per SMC §7.04.320(A)(9), any security measures, such as bars, installed on the windows or the doors of the facility will be installed only on the interior of the building.

All exterior doors and windows will be alarmed and secured against entrance or breakage. These doors will remain closed and locked when not immediately being used to enter or exit the area; windows will remain closed at all times. Leaf Society will install commercial-grade, non-residential metal doors and hatches and commercial grade 1 ANSI-rated door locks on all exterior doors unused for public entry and every door leading to a limited-access area, per 4 CCR §15046. These steel security doors will be on a metal frame and hinges to prevent forced entry. Exterior locks will be shielded with metal plates to prevent manipulation from the outside.

Limited access areas will remain securely locked and protected from entry until access is required. Per SMC §7.04.320(A)(11), Leaf Society will have the capability to remain secure during a power outage and will ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage. The required exit doors will be manually operable during a power outage to provide safe egress as required by the California Building and Fire Codes. A door alarm will be connected to all entry points to ensure employees and security guards are aware of the ingress and egress of customers, employees, visitors, or any individuals affecting the total capacity of the retailer. High-security keys will be available to override the locks while preventing duplication mechanically. Leaf Society will keep all locks and security equipment in good working order.

LIMITED ACCESS AREAS

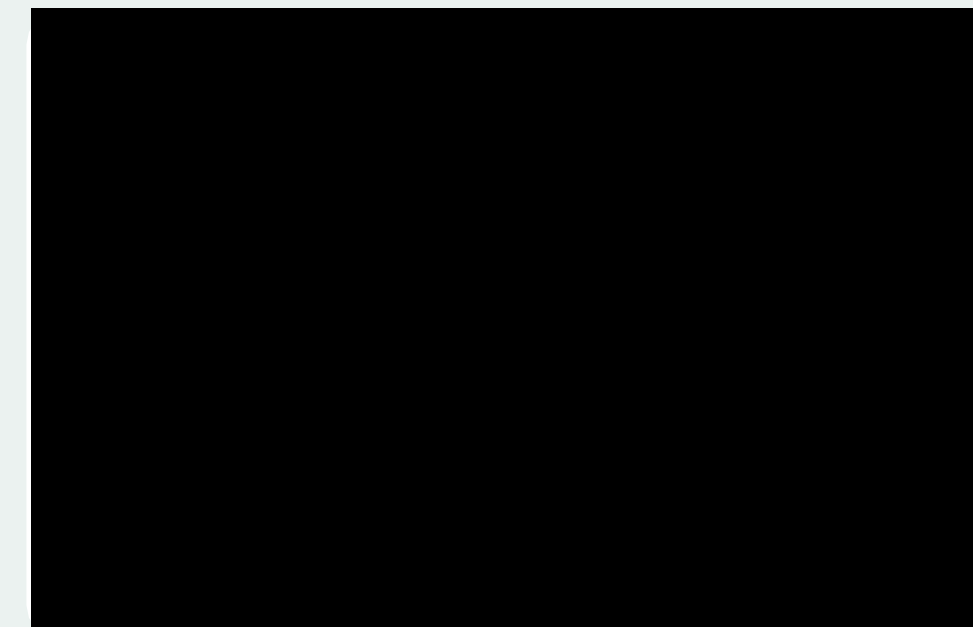
Per SMC §7.04.320(A)(3), Leaf Society will establish limited access areas accessible only to authorized personnel. Only authorized employees and personnel will be allowed access into areas where cannabis, cash or currency is being stored for any period of time. Interior access control entry points will separate the limited access areas (such as the Inventory Area) from all the retail customer areas of the dispensary (such as the Reception and Retail Area). Other than retail customer areas, all other areas are restricted to managers, staff, and other persons with a bona fide or regulatory purpose for being there. These points separate the area

restricted from public entrances or unauthorized employees; most notably, areas with customers and patients will be separated from areas related to storage, handling of cannabis, or security information. Limited access areas will only be accessible to employees requiring such access to perform functions, and this access will be scheduled.

Secure areas like the Inventory Area and Manager's Office will have a two-factor authentication key card and PIN access system. Authorized individuals will present their access control card at the reader. If they are currently authorized to enter, the reader will require a PIN code before releasing the entry-locking hardware. Only those employees needing access to particular areas of the retailer will be given the necessary authorization. The keycard and PIN reader will have a duress feature. All employees will be given a duress PIN code that they may enter into the keypad; this code will signal an emergency but still open the door or Inventory Area. Any lost or stolen key cards will be reported to the management immediately so that card access may be suspended.

SECURITY DIAGRAM

10836 Prospect Ave #1
San Jose, CA 95121



Leaf Society 10836 Prospect Ave #1
San Jose, CA 95121

ENTRANCES INTO AREAS WHERE CANNABIS IS DISPLAYED OR SOLD

Leaf Society will ensure that any area where cannabis products are displayed or offered for sale is locked and under strict control at all times. Leaf Society will have a separate Reception Area where identification is checked to ensure only qualified persons gain access to where cannabis products are displayed. Leaf Society will verify that persons entering the retail customer areas are authorized to purchase cannabis. Only people over 21 are allowed access to the facility, other than those 18–20 years old with proper medical cannabis documentation, per 4 CCR 15404(a–b), SMC §7.04.340(H)(2) and SMC §7.04.360(I). Valid proof of a physician's recommendation or identification card, and government-issued photographic identification is required before entry.

VISITOR PROCEDURES

A person who is not a customer or a holder of a valid employee identification badge/access key card of Leaf Society is prohibited from accessing the facility unless they receive authorization and obtain a visitor identification badge with the visitor's name and company. No visitors under 21 years of age are permitted to enter the premises, and authorized visitors will not be allowed to enter Limited Access Areas of the facility without reason. Per SMC §7.04.360(H)(1), access to the premises will be limited to individuals who are at least 21 years of age. Per SMC §7.04.360(H)(2), notwithstanding subsection (H)(1) of this section, individuals who are at least 18 years of age and in possession of a valid physician's recommendation will be granted access to the premises of a retail permittee for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.

Per SMC §7.04.360(B), Leaf Society will verify the age and all necessary documentation of each individual to ensure the customer is not under the age of 18 years. If the potential customer is 18 to 20 years old, Leaf Society will confirm the customer's possession of a valid doctor's recommendation and/or Health and Safety Code Section 11362.71 identification card (medical cannabis card). For adult-use purchases, Leaf Society will verify that all customers are 21 years of age or older.

Upon entry into the Reception Area, the visitor will communicate the purpose of their visit to a Security Guard. Additionally, per SMC §7.04.360(C), individuals must show their government-issued identification, and, in the case of qualified patients, their physician's recommendation, or a cannabis card issued pursuant to Health and Safety Code Section 11362.71 in order to gain access into the retailer. The government-issued identification and, if applicable, doctor's recommendation or cannabis card must also be shown at the point-of-sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location. Government-issued identification will be verified using an identification-authentication system which not only checks the individual's age but also checks the individual against lists and alerts for fraud and excessive purchases. Acceptable forms of photographic identification will be limited to a government-issued passport, a state-issued driver's license, a state-issued identification card, or any other identification card issued by a state, territory, or possession of the United States, that bears a picture of the person, the name of the person, the person's date of birth, and a physical description of the person. If the Cannabis Specialist or senior management believes diversion by a patient or caregiver is occurring, an investigation will be opened. Identification will be verified again before purchasing any product or merchandise.

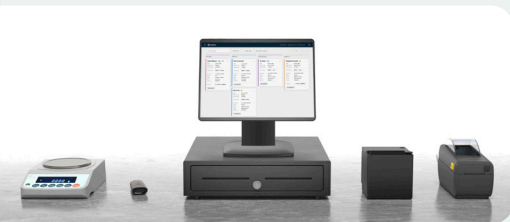
Per SMC §7.04.360(J), Leaf Society will establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by Leaf Society as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area will be at least 21 years of age, and if not employed by Leaf Society, will be escorted at all times by an employee of the permittee. Leaf Society will maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs will be made available to the City Manager or the Sheriff's Department upon request.

INVENTORY CONTROL TRACKING CANNABIS INVENTORY

All cannabis and cannabis products sold, distributed, or manufactured will be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations, pursuant to SMC §7.04.340(E). Leaf Society will maintain an inventory control and reporting system, per SMC §7.04.310(C), that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing, production, manufacturing, retail, and laboratory testing processes (as applicable) until purchase as set forth in MAUCRSA. As per SMC §7.04.320(A)(14), Leaf Society will demonstrate to the City Manager compliance with the State's track-and trace-system for cannabis and cannabis products as soon as it is operational.



Leaf Society will conduct an initial comprehensive inventory of all cannabis in the possession and will include damaged, defective, expired, or adulterated cannabis awaiting disposal, including the name, the quantity, and the reasons for which Leaf Society is maintaining the cannabis. Leaf Society will maintain the results of the inventory reconciliation and make the results available to the DCC. Leaf Society will also conduct a monthly audit of all useable and unusable cannabis, as well as an annual comprehensive audit. All inventories will be maintained in electronic format and will include the date of the inventory, a summary of the inventory findings, and the names, electronic signatures, and titles of the individuals who conducted the inventory. The employee performing the inventory will directly input their findings into a device that interfaces with the inventory control system.



Leaf Society will use a point-of-sale and inventory tracking system, e.g. Dutchie, which complies with all DCC software requirements. Per SMC §7.04.340(D) and 4 CCR §15047.2(a), Leaf Society will have in place a point-of-sale and inventory tracking system to track and report on all aspects of the cannabis business, including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale), and other information which may be deemed necessary by the City. Leaf

Society will ensure that such information is compatible with the City's recordkeeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager prior to being used by Leaf Society.

Leaf Society, per SMC §7.04.320(A)(13), will have an accounting software system in place to provide point-of-sale data as well as audit trails for both product and cash, where applicable. Two employees will independently perform inventory reconciliations, and problems will be reported to the General Manager. All inventory product weights will be performed using the same commercial scale. All scales will be inspected and approved by the Department of Weights and Measures. Results will be logged and reconciled upon completions.

REPORTING

Per 4 CCR §15051(a), Leaf Society will perform a company-wide inventory reconciliation of all cannabis and cannabis products at least once every 30 days. Per 4 CCR §15036 and SMC §7.04.320(E), Leaf Society will notify the City Manager within 24 hours after discovering any of the following, as listed under SMC §7.04.320(E)(1-4):

1. Significant discrepancies identified during inventory. The level of significance will be determined by the regulations promulgated by the City Manager.

2. Diversion, theft, loss, or any criminal activity involving Leaf Society or any agent or employee of Leaf Society.
3. The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of Leaf Society.
4. Any other breach of security.

Any problems or concerns will be brought to the General Manager, who will take all appropriate steps including contacting the appropriate authorities if there is suspected criminal activity. Results will be maintained and provided to the City or the DCC upon request.

CANNABIS SECURE STORAGE POLICIES

Per SMC §7.04.320(A)(4), except for limited amounts of cannabis or cannabis products being used for display purposes in retail areas, all finished goods at Leaf Society will be stored in a secured and locked vault or vault-equivalent during non-operating hours. All safes and vaults used to store cash and/or cannabis goods will be compliant with Underwriters Laboratories, LLC (“UL”) burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live clone plants that are being sold, will be kept in a manner as to prevent diversion, theft, and loss. Leaf Society’s Inventory Area has been designated to store all usable, quarantined, and pending-disposal cannabis in the facility after business hours in a manner to prevent diversion, theft, and loss. Cannabis and cannabis products onsite will never be visible from the public right-of-way, from the main entrance, or any unsecured areas surrounding the premises.

Per SMC §7.04.360(E), Leaf Society will have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale onsite in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors will not have access. All cannabis and cannabis products on display in the Retail Area will be stored in locked and secured display cases with an internal alarm system supported by 15mil safety laminate glass.

At the close of the business day, two (2) employees will inventory cannabis products behind the POS area and from any display cases and ensure they are secured for overnight storage. The Inventory Area will be located in an area separated from the main entrance and will be secured with a lock accessible only to managers. Leaf Society will ensure storage areas provide adequate lighting, ventilation, sanitation, temperature, humidity, and the space, equipment, and security conditions for dispensing cannabis. All safes and vaults will comply with UL’s burglary-resistant and fire-resistant standards. Class 1 vault panels will be installed, and a Class 1 door with a Group 1 lock will be used for entry into the Inventory Area.

ODOR

Per SMC §7.04.340(I), odor control devices and techniques will be incorporated to ensure that odors from cannabis are not detectable off site. Leaf Society will provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside Leaf Society that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as Leaf Society. As such, Leaf Society must obtain a building permit and install and maintain the following equipment, or any other equipment which the Director determines is a more effective method or technology, as listed under SMC §7.04.340(I)(1-2):

- An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; and

- An air system that creates negative air pressure between the interior and exterior, so that the odors generated inside are not detectable on the outside of Leaf Society.

WASTE STORAGE AND DESTRUCTION

Leaf Society recognizes that cannabis designated as unusable, undesired, excess, unauthorized, misbranded, or deteriorated may still be subject to theft and diversion while it is scheduled for disposal. Waste will be ground and incorporated with 50% non-cannabis waste and stored in a secured waste container locked with a commercial-grade lock until disposal. Leaf Society will ensure that all cannabis is removed or separated from any packaging or container and that the cannabis is rendered unrecognizable and unusable before disposal, per 4 CCR §17223. All cannabis waste will be tracked accordingly in the inventory control system and in Metrc.

VIDEO SURVEILLANCE SYSTEM

To prevent and detect unauthorized access, diversion, theft, or loss of cannabis and cash, Leaf Society has contracted with a California-licensed third-party video surveillance company to install, maintain, and monitor all video surveillance equipment at the premises per 4 CCR §15044. Per 4 CCR §15047(a-b), the video surveillance and alarm systems will be monitored by an approved supervising station using a UL-listed central station alarm monitoring company, as required by the California Fire Code. Professional, commercial-grade security and surveillance systems will be installed in a manner that will prevent cameras from being readily obstructed, tampered with, or disabled.



Leaf Society will implement a video surveillance system of at least high-definition (HD) quality and will record in color, per SMC §7.04.320(A)(5). All exterior cameras will be in weather-proof enclosures, will be located so as to minimize the possibility of vandalism, and will have the capability to automatically switch to black and white in low light.

Leaf Society, per SMC §7.04.320(A)(5), will install 24-hour security surveillance cameras to monitor all entrances and exits to and from the premises, all interior spaces within Leaf Society which are open and accessible to the public, all interior spaces where cannabis, cash, or currency is being stored for any period of time on a regular basis, and all interior spaces where diversion of cannabis could reasonably occur. Additionally, Leaf Society will record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system, per SMC §7.04.360(G)(5). At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

Cameras will be installed at a height to provide a clear image of all individuals and activities in and around the premises from at least 20 feet away. Per 4 CCR §15044(d)(1-5), Leaf Society will use direct line-of-sight placement to provide clear and certain identification of all individuals and activities in and around the premises. Images will clearly reveal details, not limited to: employee and visitor ID badges, tattoos, facial features for facial recognition, and license plates.

Leaf Society will utilize Internet Protocol (IP) cameras to stream data via Internet and codec technology. Leaf Society will use dome cameras that record at least 2 Megapixel resolution and 15 frames per second per 4 CCR §15044(f). Cameras will utilize the infrared spectrum to improve contrast, and lighting will also be installed to increase picture clarity and brightness and ensure proper surveillance. Per SMC §7.04.320(A)(5) and 4 CCR §15044(i), video recordings will be maintained for a minimum of 120 days, exceeding the 90-day requirement of 4 CCR §15044(h), and will be made available to the Sheriff's Department upon request. Surveillance video will

record 24 hours per day, seven days per week, per 4 CCR §15044(f). Leaf Society will make video recordings available to the City upon request. Recorded footage will display the correct date and time-synchronized per the official time established by the National Institute of Standards and Technology in a manner that does not significantly obstruct the view of recorded images, as per 4 CCR §15044(j). The time and date will not overlap with the video, so the image is always fully visible.

Leaf Society's security system will use a multi-channel IP Network Video Recorder (NVR) as the central hub for video recording, monitoring, and reviewing. Per SMC §7.04.320(A)(5), Leaf Society will be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager, and that it is compatible with the City's software and hardware. In addition, if required by City, remote and real-time live access to the video footage from the cameras will be provided to the Sheriff's Department at the expense of Leaf Society. Video will be of sufficient quality for effective prosecution of any crime found to have occurred on the site of Leaf Society and will be capable of enlargement via projection or other means. Internet protocol address information will be provided to the Sheriff's Department to facilitate remote monitoring of security cameras. Surveillance storage system equipment will be securely stored in the Manager's Office with at least one camera recording the access points to the secured surveillance recording area.

Modern video analytics can tie to the alarm system, detect intrusion and loitering before it leads to property crimes, and assist investigation of flawed sales transactions. Leaf Society plans to incorporate these features into its operations and capabilities to further the aims of its security plan.

ALARM SYSTEM

Leaf Society, per SMC §7.04.320(A)(8), will have a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services, such as **Everon (formerly ADT Commercial)** (ACO 7964). Leaf Society will ensure that the alarm system includes a private security company that is required to respond to every alarm. Any manual alarm stations used with employee alarm systems will be unobstructed, conspicuous, and readily accessible. The alarms will be tested regularly and serviced according to manufacturers' recommendations.



Per SMC §7.04.320(B)(4), Leaf Society will confirm that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company. Per 4 CCR §15047(a-b), the video surveillance and alarm systems will be monitored by an approved supervising station, using a UL-listed central station alarm monitoring company, as required by the California Fire Code, which is required to respond to every alarm.

The alarm system will utilize commercial-grade equipment to prevent and detect diversion, theft, or loss of cannabis goods. In addition, on-site security guards will respond to every alarm. Alarm systems will be maintained in good working condition at all times, and data will be provided to regulators within 24 hours of the request. The alarm system will, at minimum, cover the following areas of the retailer: all points of ingress and egress to and from the retailer, including doorways and windows, rooms with exterior windows, any rooms with exterior walls, any rooms containing a safe, any rooms where cannabis and cannabis products are sold or stored, roof hatches, and the perimeter of the retailer.

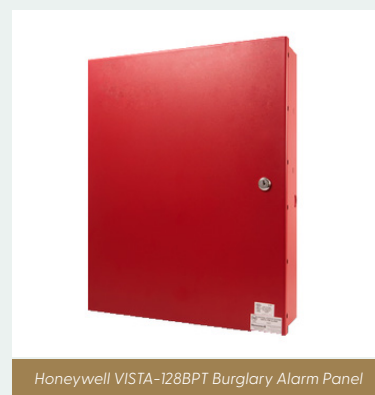
Per SMC §7.04.320(A)(6), sensors will be installed to detect entry and exit from all secure areas and will be monitored in real time by a security company licensed by the State of California Bureau of Security and

Investigative Services. At minimum, sensors will be installed at every entry and exit from all secure areas (such as the Inventory Area and Manager's Office). Motion detection will trigger the alarm system at a specific zone if there is an attempted break-in through the roof, windows, or walls. Leaf Society will use door transmitters to monitor when doors are opened and integrate glass-break detectors on any exterior glass.

Per SMC §7.04.320(A)(7), panic buttons will be installed in all areas with direct notification to the Sheriff's Department dispatch and will be configured to immediately alert dispatch for the Sheriff's Department. Leaf Society will work with the Sheriff or their designee to choose panic button locations, which will be installed wherever advised. The alarm system and panic buttons will be equipped with a radio automatic voice dialer. When activated, it will send an immediate, prerecorded voice message requesting dispatch to the central station alarm company and the Sheriff's Department directly and alerting senior management.

To comply with the above-mentioned security measures, the following alarm system and intrusion devices, or similar, will be used:

- Honeywell VISTA-128BPT Burglary Alarm Panel – can send alarm signals and upload/download via Internet Protocol. The control panel will send a signal or polling to the alarm company every 200 seconds to ensure the system is in good working order and transmitting to the alarm company;
- LCD keypad Honeywell 6160F – used to arm the alarm system. A duress code will be equipped to allow users to transmit a silent signal to the alarm company and the Fire and Sheriff Department, indicating that the user is being forced to turn off the system;
- 50' Honeywell DT8050 Motion Detector – passive infrared and microwave motion detection;
- Honeywell 269R Panic Button – these holdup buttons will directly notify the Fire and Sheriff Department dispatch immediately, as well as the alarm monitoring company;
- Glass break detector Honeywell FG730 – will be installed within proximity to all windows;
- Honeywell 947-75WH Recessed magnetic contact – Door contact transmitters monitor when doors are opened and detect entry and exit from all secure areas;
- AVTECH Panic Buttons 1&2 – audible alarm for medical emergencies;
- 120 dB Outdoor Siren/Strobe W Box Technologies OE-OUTDSIRSC; and
- TRIPP LITE (SU3000RTXLCD2U) General-Purpose UPS.



Honeywell VISTA-128BPT Burglary Alarm Panel

Per 4 CCR §15044(k), Leaf Society will install a failure notification system of any failure in the surveillance system, alerting management within five minutes. To prepare for an outage, Leaf Society will contract with a licensed power source company to purchase a backup power source system which will maintain normal video surveillance activity for up to forty-eight (48) hours. The video surveillance and alarm systems will be equipped with an uninterruptible power supply synchronized with a generator to provide a seamless transition from main power to auxiliary power in the event of a power outage.

DELIVERY

In compliance with SMC §7.04.320(C), Leaf Society will have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, any hazardous materials that may be used by the business, and any currency.

Per §7.04.370(B), all storefront retailers which conduct deliveries into or within the City of Santee will be required to obtain a permit from the City of Santee in order to conduct retail sales regardless, if they are located in the

City or another local jurisdiction. Operating hours, per §7.04.370(C), will be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.

Prior to commencing delivery operations, Leaf Society will provide the following information to the City, as listed under §7.04.380(A-E):

- Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis products.
- The year, make, model, color, license plate number, and numerical vehicle identification number (VIN) for any and all vehicles that will be used to deliver cannabis goods.
- Proof of insurance as required in Section 7.04.300(B) for any and all vehicles being used to deliver cannabis goods.
- Leaf Society will provide the City with the information required by this section in writing for any new vehicle that will be used to deliver cannabis goods prior to using the vehicle to deliver cannabis goods.
- Leaf Society will provide the City with any changes to the information required by this section in writing within 30 calendar days.



The transportation vehicles will have some of the most secure and advanced features, including an Integrated Camera System, Global Positioning System (GPS), Secure Locker Area, Climate Controlled Function, and Alarm System. Each vehicle's appearance will be as plain as possible, with no markings or other indication that it is being used to transport cannabis, and will not display signs, logos, pictures, or any other form of advertisement which can be detectable by a bystander or observer that the cannabis transportation vehicle may be used for or is carrying cannabis products.

Delivery orders will be prepared in the delivery Area. Each delivery driver will not leave until they have a delivery inventory ledger of all cannabis goods received. The delivery inventory ledger will include the type of goods, the brand, the retail value, the track and trace identifier, and the weight, volume, or another accurate measure. After each delivery, the delivery inventory ledger will be updated to reflect the current inventory in the vehicle. The driver must maintain a log that includes all stops on the route and the reason for each stop.

Before each delivery, Leaf Society will prepare a hard copy or electronic delivery request, as per 4 CCR §15420(a-b). Per §7.04.370(A), Leaf Society is required to verify the age and the necessary documentation of each customer. They must ensure that medical customers are at least 18 years of age and verify that the customer has a valid doctor's recommendation or medical cannabis card. Doctor recommendations are not to be obtained or provided at the retail location. In the case of adult-use customers, they must verify that the customer is at least 21 years of age. Sales will only be made to persons matching this criteria. The driver will then provide the customer with a receipt, retaining a second signed copy for company records. In accordance with 4 CCR §15420(c), employee numbers and customer numbers will be unique and readily identifiable by Leaf Society should the DCC request records.

Training will emphasize safety and protecting life over things that can be replaced. Delivery drivers will be trained for all feasible situations, including customer interactions, emergency communication, vehicle accidents, breakdowns, law enforcement encounters, theft, and attempted theft, and identifying alternative routes. Delivery drivers will be instructed that any motor vehicle used by Leaf Society will be subject to inspection by the City at all times. Leaf Society has a zero-tolerance policy regarding consumption, and per 4 CCR §15419, drivers will be dismissed if they are found to be consuming cannabis or alcohol while driving for deliveries.

RECORDKEEPING

Leaf Society will value records as a means to improve operations, manage finances, assist internal and external audits, and provide the City, the DCC, or local law enforcement with information. Leaf Society will maintain accurate books and records in an electronic format, detailing the revenues and expenses of the business and all of its assets and liabilities. As previously mentioned, Leaf Society will implement UL-2900 network security protocols that are certified by Underwriters Laboratories, LLC, per SMC §7.04.320(A)(5). Records will have safeguards against unauthorized erasures and changes in data after the information has been entered and verified by Leaf Society. All physical documents required under 4 CCR §15037 will be stored in the Manager's Office to provide security and compliance with all state and federal document storage and confidentiality rules.

The sales records will contain all of the requirements set forth in 4 CCR §15049. Leaf Society will maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities, pursuant to SMC §7.04.310(A). On no less than an annual basis (at or before the time of the renewal of the city Cannabis Business Permit), or at any time upon reasonable request of the City, Leaf Society will file a sworn statement detailing the number of sales by the cannabis business during the previous 12-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement will also include gross sales for each month, and all applicable taxes and fees paid or due to be paid. On an annual basis, Leaf Society will submit to the City a financial audit of the business's operations conducted by an independent certified public accountant. Leaf Society will be subject to a regulatory compliance review and a gross receipts financial audit, where applicable, as determined by the City Manager. All records collected, with the exception of surveillance records, will be maintained for a minimum of seven years, in accordance with 4 CCR §15037. Leaf Society will report any loss, damage, or destruction of these records to the City Manager within twenty-four (24) hours of said occurrence.

Per SMC §7.04.320(D), Leaf Society will cooperate with the City whenever the City Manager makes a request, with or without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of the SMC. Inspecting authorities will have unimpeded access to inspect the premises, including all records, reports, documents, points of sale, products, surveillance footage, and any other access necessary to ensure compliance. No person will refuse, impede, obstruct, or interfere with a lawful inspection, per SMC §7.04.490(B).

4. CASH HANDLING

RECEIVING CASH

Cash will be monitored to guard against counterfeiting, fraud, miscounting, errors, and other employee theft and diversion practices. All employees will be held accountable for the balance of their drawers periodically during working hours and at the close of each day. If an employee does not balance accurately within one percent (1%) on three occasions, that employee may be terminated or removed from any position involving the handling of funds. The POS system will record all transactions, which a dedicated POS security camera will monitor. All cash transactions and counting will be conducted within full view of a security camera.

To reduce the amount of cash onsite, in conjunction with Safe Harbor Financial, Leaf Society will utilize all possible legal avenues to make transactions with reliable safe payment methods other than cash, such as credit cards and cashless ATMs. Customers spend more via electronic payments than cash, and employees and customers feel safer when large amounts of cash on-hand are reduced. Leaf Society will ensure full legal compliance and thorough information security standards as the non-cash cannabis industry develops.

TRACKING CASH

Every transaction will be recorded by Treez, the inventory track-and-trace system that provides retail customers and Leaf Society with sales records. Cash will be monitored to guard against counterfeiting, fraud, miscounting, errors, and other employee theft and diversion practices. All cash transactions and counting within the facility will be completed in full view of surveillance cameras. Management will conduct unscheduled audits and incorporate techniques such as: intentionally overloading the starting cash amount by a fixed amount, ensuring that there is an equivalent coverage when cash is counted later in the day; and frequently conducting unscheduled spot checks or audits of dispensary agents who handle cash. If an employee is found to have errors consistently, Leaf Society will determine whether more training or termination is required.

STORING CASH

[REDACTED]

[REDACTED]

[REDACTED] This process reduces the liability and risk at the store and makes it easier for Leaf Society to pay its vendors and employees digitally. Management will maintain two-person verification by supervising the daily deposit of revenues into the cash safe; Leaf Society policy requires two people to open a safe or vault. Delivery Drivers will use a drop safe, placing all cash from deliveries in a drop safe upon return. A two-party system ensures that no one person has sole access to the safe's contents. All cash deposits into the cash safe will be logged with an accurate count and signature of management. From time to time, senior management will conduct unscheduled spot checks or audits of cash in the safe.

TRANSPORTING CASH

Leaf Society will contract with their financial service institution that utilizes an armored vehicle or comparable secured transportation to transport cash deposits from the retailer to its bank. At least weekly, irregularly timed cash pickups will be conducted in a secure area of the premises in full view of a security camera. During cash pickups, under the supervision of senior management, an employee will verify the armored truck guard's identification badge, record the package quantity being shipped, and ensure that all guards wear a name tag and are escorted by an employee for the entire duration of time within the retailer. Armored truck guards will also wear a visitor badge and sign into/out of the visitor log.

5. PERIMETER SECURITY

OVERVIEW

The perimeter will be designed to discourage theft and diversion. Leaf Society will limit concealment outside the premises and will install measures that cannot be manipulated. Exterior doors will limit unauthorized access. Steel bollards or similar barriers will be installed to prevent a vehicle from driving through exterior doors. Per SMC §7.04.320(A)(16), exterior vegetation will be planted, altered, and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

Leaf Society will confirm that a designated manager will be on duty during business hours and will be responsible for monitoring the behavior of employees in compliance with SMC §7.04.320(B)(1). Leaf Society will maintain the premises so that it is visually attractive and not dangerous to the general public. Leaf Society will ensure that the premises are maintained in a manner that does not cause a nuisance. Leaf Society will ensure any litter is removed daily and the premises are cleaned weekly. All upkeep and operating characteristics will be compatible with abutting properties and the surrounding neighborhood.

CODE AND BUILDING REQUIREMENTS

Per SMC §7.04.260 and SMC §7.04.340(M), prior to commencing operations, Leaf Society's permit will be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes, but is not limited to, obtaining any required building permit(s), Fire Department approval, Code Enforcement approvals, Sheriff's Department approval, County of San Diego Health Department approval, and any other applicable zoning and land use permit(s) and approvals. The original copy of the Cannabis Business Permit issued by the City and the City-issued business license will be posted inside Leaf Society in a location readily visible to the public, per SMC §7.04.340(J).

Pursuant to SMC §7.04.290(D), Leaf Society will also, as listed under SMC §7.04.290(D)(1-6):

1. Conform with the City's General Plan, any applicable specific plan, master plan, and design requirements.
2. Comply with all applicable zoning and related development standards.
3. Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.
4. Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.
5. Be served by roadways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.
6. Be provided with adequate electricity, sewerage, disposal, water, fire protection, and storm drainage facilities for the intended purpose.

SIGNAGE

Leaf Society will abide by all signage requirements listed under SMC §7.04.340(G)(1-5):

1. In addition to the requirements otherwise set forth in this section, business identification signage for Leaf Society will conform to the requirements of Chapter 13.32 (Signs) of the SMC, including, but not limited to, seeking the issuance of a City sign permit, if applicable.
2. No signs placed on the premises of Leaf Society will obstruct any entrance or exit to the building or any window.
3. Each entrance to Leaf Society will be visibly posted with a clear and legible notice indicating that smoking, ingesting, vaping, or otherwise consuming cannabis on the premises or in the areas adjacent to Leaf Society is prohibited. The sign will be no larger than two feet by two feet.
4. Business identification signage will be limited to that needed for identification only and will not contain any logos or information that identifies, advertises, or lists the services or the products offered. Leaf Society will not advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of Leaf Society or elsewhere, including, but not limited to, the public right-of-way.
5. Signage will not depict any image of cannabis or cannabis products. No permanent banners, flags, temporary billboards, or other prohibited signs may be used at any time.

Additionally, per SMC §7.04.340(H)(3), the entrance to Leaf Society will be clearly and legibly posted with a notice that no person under the age of 21 years of age is permitted to enter.

RESTRICTIONS

Per SMC §7.04.340(A), Leaf Society may operate only during the hours specified in the permit issued by the City. No person under the age of 21 will operate or be issued a permit. Per SMC §7.04.340(C), no cannabis or cannabis products or graphics depicting cannabis or cannabis products will be visible from the exterior of any property,

or on any of the vehicles owned or used as part of Leaf Society. No outdoor storage of cannabis or cannabis products is permitted at any time.

Per SMC §7.04.340(B), cannabis will not be consumed by any person on the premises. No person will cause or permit the sale, dispensing, or consumption of alcoholic beverages or tobacco on or about the premises. Leaf Society will prevent the use and consumption of cannabis by all people, including clients, staff, and visitors, on the premises by posting, in one or more visible locations on the premises, a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis or cannabis products on the premises or in the areas adjacent to Leaf Society is prohibited. Security and all staff will be trained to spot potential issues related to cannabis consumption and to interrupt incidents before they begin.

Per SMC §7.04.360(G), Leaf Society will only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this chapter as well as the following, as listed under SMC §7.04.360(G)(1-4):

1. The sale and delivery of cannabis goods will not occur through a pass-through window or a slide-out tray to the exterior of the premises.
2. Leaf Society will not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.
3. No cannabis goods will be sold and/or delivered by any means or method to any person within a motor vehicle.
4. All cannabis goods sold by Leaf Society will be contained in child-resistant packaging.

EXTERIOR AND INTERIOR LIGHTING

Per SMC §7.04.320(A)(1), Leaf Society will utilize perimeter fencing and exterior lighting systems (including motion sensors) for after-hours security as approved by the City in collaboration with the Sheriff's Department, as applicable. Motion-activated lighting will be installed to increase picture clarity and brightness and ensure proper surveillance during hours of darkness at all entry points, in low-light interior areas, and where all exterior cameras are located. All off-street parking areas, paths of travel, and building entrances to the premises of Leaf Society will be illuminated during all hours of darkness with a lighting system that is directed downward and is designed to provide an average maintained horizontal illumination of at least one foot-candle of light in the parking surface and walkways. Lighting will cover all entrances and exits, all possible points of intrusion, sidewalks and adjoining sidewalks, facades, parking lots, immediate surrounding areas, and exterior walls of the retailer. All entrances, windows, and exterior doors will be fully illuminated during darkness to a minimum of 500 lux, comparable to a sunset. Indoor lighting within the facility will ensure safety and security for all patrons and visitors, including a backup power system that will deploy emergency lighting if needed. Indoor lighting will not impact security surveillance cameras, which are empowered with night vision, but indoor lights will help clarify the footage. The lighting system will have a dependable auxiliary power source independent of the power system.

ON-SITE SECURITY GUARDS AND HOURS

Security guards will maintain an overt, professional appearance and establish a peaceful, safe, and reassuring presence. This presence will discourage suspicious activity, criminal behavior, theft, and cannabis diversion. Security guards will also assist management with the execution of emergency procedures during events such as severe weather, evacuations, medical emergencies, robberies, active shooter situations, and power outages. Per SMC §7.04.320(B)(5), Leaf Society will identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside Leaf Society, the parking lot, any adjacent property under the business's control, and ensure that the parking lot is cleared of employees and their vehicles one-half hour after closing.

Per SMC §7.04.320(A)(10) and 4 CCR §15045, security personnel will be onsite 24 hours a day. Alternatively, if the City Manager authorizes it, Leaf Society will use alternative security with a verified response security patrol when closed. Security personnel, such as those from **One Shield Security** (PPO #121263), will be licensed by the State of California Bureau of Security and Investigative Services and will be subject to the prior review and approval of the City Manager, with such approval not to be unreasonably withheld. Per SMC §7.04.360(D), uniformed licensed security personnel will be employed to monitor site activity, control loitering and site access, and serve as a visual deterrent to unlawful activities. The security personnel will be at least 21 years of age and will comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code. Security personnel may be allowed to carry firearms if authorized by Bureau of Security and Investigative Services. The Sheriff or their designee will set the minimum-security staffing levels for Leaf Society before opening and then through an annual review. Guards are subject to prior review and approval by the Sheriff or their designee.

If permitted, Leaf Society may elect to utilize remote proactive video monitoring from a provider such as **One Shield Security**. **One Shield Security** provides 24/7 real time remote monitoring that connects with the facility's video surveillance system and uses computer vision software analytics to detect unauthorized activity. Once unauthorized activity is detected, an alert is sent to an investigation specialist at the monitoring center. The agent will then monitor the activity over a live video feed and determine threat level and appropriate course of action.

The intervention specialist can speak directly to the intruder advising them to leave the premises immediately. Hearing the personalized warning tells the intruder that they are being watched and recorded on video. This live warning is effective in 98% of cases in convincing the intruder to leave the premises. In rare cases where the intruder is not deterred, the intervention specialist escalates the response. The intervention specialist will use pre-determined protocols to choose the proper response to the situation. This response may be to notify law enforcement, alert senior management, or another action. After setting corrective action in motion, the specialist will remain in video and audio contact with the incident until the site is fully secured.

Per SMC §7.04.320(A)(2) and SMC §7.04.340(L), Leaf Society will prohibit loitering by persons outside the facility both on the premises and within 100 feet of the premises. Leaf Society will notify the Sheriff's Department if anyone continues to loiter around the building or premises in violation of applicable law after all reasonable action has been taken to remove the individual(s) and the action has failed to do so in a timely manner. Per SMC §7.04.320(A)(18), Leaf Society will install "mosquitoes" (high-pitch frequency devices) as a deterrent to vandalism/loitering.

Leaf Society's guards will prevent nuisances on the premises. Public nuisances include but are not limited to disturbances of the peace, public intoxication, illegal drug activity, vandalism, obstruction of the operation of another business, harassment of passersby, public urination, lewd conduct, drug trafficking, excessive loud noise, or any other behavior that adversely detracts from the quality of life for adjoining residents, property owners, or businesses. Each and every violation of the provisions of this chapter constitutes a misdemeanor and is hereby deemed unlawful and a public nuisance, per SMC §7.04.500. Leaf Society understands that the City reserves the right to pursue any available legal remedy to address violations of local law and rules.

Additionally, security guards will: ensure that no person consumes cannabis or cannabis products on the premises, stores or possesses alcohol, or sale, dispensing, or consumption of alcoholic beverages or tobacco products on the premises; prevent individuals from delaying or lingering on the premises without a lawful purpose; and ensure that no one under 21 can enter the premises or purchase cannabis (except as allowed by 4 CCR §15400 and §15404 for those between 18 and 20 years old who have a valid physician's recommendation or medical cannabis identification card).

EMERGENCY CONTACT MANAGER

Per SMC §7.04.320(B), Leaf Society will identify a designated security representative/liaison to the City, who will be reasonably available to meet with the City Manager regarding any security related measures or operational issues. The designated security representative/liaison shall, on behalf of Leaf Society, annually maintain a copy of the current security plan on the premises of the business, to present to the City Manager upon request. Per SMC §7.04.340(F) and SMC §7.04.460(A), Leaf Society will provide the City Manager with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day. Information for the liaison will also be available to law enforcement, businesses and residences within 100 feet of the premises.

During the first year of operation pursuant to this chapter, the owners, manager, and community relations representative from Leaf Society will attend meetings with the City Manager, and other interested parties as deemed appropriate by the City Manager, to discuss costs, benefits, and other community issues arising as a result of the store's operations, per SMC §7.04.460(B). After the first year of operation, the owners, manager, and community relations representative from Leaf Society will meet with the City Manager when and as requested by the City Manager.

YOUTH DETERRENCE PLAN

Leaf Society will develop a City-approved public outreach and educational program for youth organizations and educational institutions that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction, per SMC §7.04.460(C). Leaf Society is committed to implementing a robust Youth Deterrence Plan, employing various practices to prohibit youth from accessing cannabis on the premises, such as: strict age verification protocols; prominent signage; security measures; parental education initiatives; anonymous reporting system; and regular staff training.

Leaf Society will ensure all employees are regularly trained on the Youth Deterrence Plan. Training will cover recognizing fake identification and the legal consequences of providing cannabis to minors. Leaf Society will also implement an anonymous reporting system, where individuals can report concerns about underage cannabis use. This encourages community involvement and provides valuable information for preventative measures.

Leaf Society will engage in collaborative meetings with the City Manager. These meetings will discuss the Youth Deterrence Plan, addressing associated costs, benefits, and community issues. This collaborative approach aims to enhance the plan's effectiveness over time. The Youth Deterrence Plan will undergo continuous evaluations and adaptations, with a commitment to regular assessments annually for timely adjustments and improvements. Leaf Society will implement any recommendations by the City or DCC on the Youth Deterrence Plan.

6. EMPLOYEE TRAINING AND POLICIES

BACKGROUND CHECKS

Per SMC §7.04.080(B), all Leaf Society owners, operators, investors, managers, and employees will be required to submit to a criminal background check for themselves and all persons in their employment. Leaf Society will conduct background checks on prospective individuals before employment, including managers and all new owners, using a vendor such as **Creative Services**. Leaf Society requires all employees to report any new or pending charges or convictions, as convictions for violent crimes, fraud, and illegal cannabis sales, among other issues, are grounds for immediate dismissal.

Leaf Society understands that, per SMC §7.04.080(C), the City Manager will conduct or cause to be conducted

annual criminal background checks which must at a minimum identify the following, as listed under SMC §7.04.080(C)(1-3):

1. Whether the owners, operators, investors, managers, and employees applying for employment have ever been convicted of a violent felony as defined by California Penal Code 667.5 or equivalent offenses in other States;
2. Whether the owners, operators, investors, managers, and employees have ever been convicted of a felony for hiring, employing, or in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor; or,
3. Whether the owners, operators, investors, managers, and employees have ever been convicted of a felony for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8 of the Health and Safety Code.

Per SMC §7.04.340(K) and pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), every person listed as an owner, investor, manager, supervisor, employee, contract employee or who otherwise works at Leaf Society must submit fingerprints and other information deemed necessary by the Sheriff's Department, Licensing Division for a background check. Pursuant to California Penal Sections 11105(b)(11) and 13300(b)(11), no person will be issued a permit to operate Leaf Society or be allowed to work in Leaf Society unless they have first cleared the background check, as determined by the Sheriff's Department. A fee for the cost of the background investigation, which will be the actual cost to the City to conduct the background investigation as it deems necessary and appropriate, will be paid at the time the application for a cannabis business permit is submitted. Evidence of a conviction of any of the offenses enumerated in Business and Professions Code Section 26057(b)(4), absent a Certificate of Rehabilitation, will be grounds for immediate disqualification of the applicant.

Per SMC §7.04.310(B) and SMC §7.04.320(B)(2), Leaf Society will maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding a financial interest in Leaf Society, and separately of all the officers, managers, employees, agents, and volunteers currently employed or otherwise engaged by Leaf Society. The register will be provided to the City Manager upon a reasonable request.

If an employee is no longer employed, management will remove access and permissions to the dispensary. When an employee is terminated or suspended: Leaf Society will ensure all passwords, key locks, and combinations of a terminated employee are changed upon termination; a terminated or suspended employee will surrender their security access card/identification badge immediately; and Leaf Society will review with the employee the consequences of their actions and other fraudulent activity that could occur after the termination or during the suspension.

TRAINING

Per SMC §7.04.340(H)(1), persons under the age of 21 years will not be allowed on the premises and will not be allowed to serve as a driver for a mobile delivery service. It will be unlawful and a violation of this chapter for any person to employ anyone who is not at least 21 years of age.

Per SMC §7.04.340(N), Leaf Society will establish minimum training standards for all employees. The City Manager will have the discretion to require other training for the business operations should the City identify deficiencies or noncompliance issues with City or State requirements. Formal training will occur within thirty (30) days of new hire start-date, annually thereafter, and will be accompanied by scheduled drills throughout the year. Management will oversee training, which includes Sapphire's online training course for the cannabis industry in robbery awareness, internal loss prevention, and detecting false identification. All managers will

be required to complete the entire Sapphire training course, and other employees will be trained within their specific department's protocols.

Leaf Society will actively educate employees on a standard response safety protocol system and use it to enable a rapid response during unforeseen events. Leaf Society will standardize the protocol vocabulary so all employees will understand the response and status of the event. The standard response safety protocols will be understood and rehearsed by all employees and coordinated with local emergency responders. Per SMC §7.04.320(A)(17), all emergency access and emergency evacuation plans will be in compliance with State and local fire safety standards. Leaf Society will confirm that first aid supplies and operational fire extinguishers are located in the service areas and the manager's office, pursuant to SMC §7.04.320(B)(3).

The City Manager will have the discretion to require other training should the City identify deficiencies or non-compliance issues with City or state requirements. Leaf Society will ensure the health and safety of employees and contractors by complying with and training employees on protocols that implement established health and safety laws, including OSHA standards. The safety training will include procedures for responding to scenarios that impact security and safety, including severe weather, fire, natural disasters, medical emergencies, and unauthorized intrusions. Leaf Society will train general employees on topics, not limited to:

- **Product Handling** – Leaf Society will train employees about the various products for sale, including potency, absorption time, and responsible and safe use.
- **Burglary Protocols** – Employees will be trained to act based on the alarm location, establishment design, and potential threat of violence and to send police to the scene.
- **Robbery Protocols** – Employees will take online training outlining steps to get the robber(s) out of the store as quickly as possible.
- **Active Shooter** – Leaf Society will employ tactics focused on protecting the safety of personnel and visitors onsite. Employees will be trained in the “Run–Hide–Fight” protocol.
- **Fire Protocols** – Procedures will include responding to the alarm and notifying the Fire Department; identifying an evacuation path before approaching fire; discharging the fire immediately if the fire extinguisher is empty or fire blazes too intensely.
- **Preventing Intoxication** – Employees will be trained to recognize and respond to the signs of intoxication from alcohol, drugs, or cannabis; and,
- **Diversion Prevention** – Employees will be trained to identify and report signs of theft and diversion, including employees in unauthorized areas, using equipment not required for their role, and spending more than their salary would accommodate.

DIVERSION PREVENTION PROCEDURES

DETECTION OF DIVERSION

Leaf Society's employees will not permit or fail to prevent the diversion of any cannabis or cannabis products. Leaf Society will maintain effective controls and procedures to prevent unauthorized access, theft, or diversion of cannabis or cannabis products. Leaf Society will have a manager on the premises at all times during hours of operation, or at any time when another person who is not a manager or owner is onsite. To protect the premises for visitors, customers, and employees, Leaf Society will operate under a set of specific, written procedures which will be presented to employees upon hire.

Employees will pay close attention to all access points. Any door that is intended to serve as a barrier between the secured access areas of the premises will remain closed and locked except when an authorized individual is walking through it. Employees will only have access to the portions of the facility that relate to their function at work and this access will be scheduled.

Leaf Society will immediately update system employee information and status. If an employee is no longer employed by Leaf Society, the General Manager will remove access and permissions to the premises. Leaf Society will review with the employee the consequences of their actions as well as other fraudulent activity which could occur after termination or during suspension.

When an employee is terminated or suspended, Leaf Society will:

- Ensure passwords, key locks, and combinations of a terminated employee are changed upon termination;
- Implement additional security measures, such as consultation with a threat assessment professional, if employee terminated is of concern;
- Request immediate security access card/identification surrender by terminated employee;
- Retain the registration card of all terminated registrants for two (2) years after termination, unless the card is seized or destroyed by Department personnel;
- Notify the Department within five (5) business days of termination of employment.

DIVERSION, THEFT, AND LOSS AWARENESS

All employees and professional consultants will be trained to identify and report signs of theft and diversion, in conformance with local and state regulations, such as employees alone in areas without authorization and employees using equipment not required for their role. Signs of internal theft or diversion include:

- An employee's purchasing abilities increase at a rate inconsistent with income;
- An employee accessing an area not assigned to them; and/or
- An employee removing anything from a limited area without supervisor approval.

CREATING A CULTURE OF HONESTY

Leaf Society will strive to create a "Culture of Honesty" through an open communication policy under which all registered employees will be responsible for reporting dishonest behavior or theft to senior management. Employees will be valued and seen; able to report theft and diversion to Management without fear of retribution; and able to be honest and direct with opinions and ideas. Management will model consistent behavior by building trust and demonstrating a passion for values, ethics, and honest and open behavior.

Given the internalized, secretive nature of employee theft, most companies struggle to detect fraud and conduct an employee theft investigation. Leaf Society will establish a toll-free internal employee theft tip hotline to make reporting of theft, diversion, or loss easier for employees. This option gives a concerned employee the opportunity to provide information on theft and other criminal activities happening in the workplace without fear of retribution. A theft hotline is the most effective tool in investigating workplace theft and will be operated by a third-party company which will communicate concerns to senior Management. The hotline will allow honest employees to report theft for review and follow-up by Management.

PURCHASER DIVERSION AWARENESS

Leaf Society will always have a manager on the premises during hours of operation or at any time another person who is not a manager or owner is onsite. To protect the premises, Leaf Society will operate under a set of specific, written procedures which will be presented to employees upon hire.

Employees will be directed to pay close attention to the access points to the facility. Any door that is intended to serve as a barrier between the limited access areas of the facility will remain closed and locked at all times, except for the moment when an authorized individual is walking through it. Employees will only have access to the portions of the facility that relate to their function at work.

Cannabis diversion which can occur after a sale can be prevented. It is in the best interest of employees to ensure individuals do not abuse access to cannabis. In order to dispense cannabis, Leaf Society will verify the age, government ID, and valid physician's recommendation or medical, if applicable, of each individual to ensure the purchaser can legally enter the store. Training on the prohibition of sales to minors will cover all state and local laws.

EMPLOYEE POLICIES

CHECKING IN AND OUT

All employees will be required to notify security when they arrive and before leaving the premises. Security will oversee employees placing or removing personal belongings in their employee lockers. Storage lockers will be assigned to each employee with a unique electronic lock combination. (Electronic locks eliminate the risk of duplicate keys and allow security personnel to override the lock with a master combination if there is evidence or detection of theft or diversion.) All packages or handheld items will be subject to search before entry or exit from the establishment. All new employees will be required to sign acknowledgements that their belongings may be searched at any time while they are on the premises. Searches will only be authorized by management.

OPENING/CLOSING PROCEDURES

The facility has established procedures for opening and closing the facility each day to ensure that the process is as safe and secure as possible. Opening and closing times are the most high-risk periods of the cannabis business day and following these procedures carefully helps to significantly reduce the change of theft, robbery, or other criminal activity that can put employees at risk.

At least two employees will always be present when opening and closing the facility. One person will remain in their vehicle while the other employee surveys the premises for any signs of intrusion or damage. Having one person separate from the scene ensures that someone can call for law enforcement, if needed. After surveying the premises, the employee will unlock the doors, disable the alarm system, and conduct a quick, visual inspection of the interior for any signs of intrusion. At closing, security personnel will confirm that employees safely enter their vehicles. All opening/closing procedures will be detailed in the Employee Manual, which can be provided upon request.

SECTION D

QUALIFICATION OF OWNERS



Confidential/Proprietary Information

SECTION D

QUALIFICATION OF OWNERS

VINSON HALLAK

PROFESSIONAL EXPERIENCE IN CANNABIS AND REGULATED RETAIL

Vinson Hallak has almost **four years** of experience as an owner-operator in the cannabis industry. A lifelong resident of San Diego, his connection to Santee is deeply rooted; he began learning the fundamentals of running a retail business during high school while working at the area's Happy's Car Wash, his first job.¹

Since then, Vinson has cultivated deep experience in managing regulated retail environments that extend beyond cannabis. His career span includes liquor stores, gas stations, smoke shops, convenience stores, and check-cashing businesses, all of which required compliance with stringent state and federal regulations. Vinson's commitment to the communities he invests in is reflected in his business practices. For example, in Winterhaven, he holds a liquor license for his cannabis operations, and he has a smoke shop in Yuma. His future plans include applying for a market/beer and wine store in the same region, demonstrating his ongoing commitment to reinvesting in areas where his businesses are established.

Today, Vinson's cannabis business portfolio includes the ownership and operation of multiple licensed dispensaries across California, including:

- **Off the Charts** in Winterhaven (25% ownership, fully operational)
- **Megan's** in El Centro (9.8% ownership, fully operational)
- **Lucky's** in La Mesa (10% ownership, fully operational)
- **Leaf Society** in Riverside (17% ownership, building permits secured)
- **Leaf Society** in Los Angeles (24.5% ownership, under construction)

Vinson has played a critical role in obtaining licenses for each of these businesses, establishing their operations, and ensuring regulatory compliance. His businesses collectively serve thousands of customers, and he remains heavily involved in overseeing their success, while managing multiple locations.

In addition to his cannabis ventures, Vinson maintains oversight of the entire operation to ensure compliance and business stewardship. He provides leadership across departments, maintaining up-to-date documentation with state and city authorities. His background in regulated retail environments and compliance management allows him to effectively guide his businesses through operational challenges while adhering to the highest standards of regulation. Vinson's leadership style is characterized by a hands-on approach, overseeing changes to facilities, construction, renovations, and maintenance as needed to ensure compliance with the Department of Cannabis Control's (DCC) regulations and state law.

Vinson's leadership extends to his role in neighborhood compatibility, working closely with local stakeholders to implement community benefit initiatives and identify areas of improvement for his businesses. He regularly collaborates with city officials, local authorities, and state regulators to ensure his businesses remain compliant and actively contribute to the communities they serve.

INDUSTRY EXPERTISE AND COMPLIANCE KNOWLEDGE

Vinson's knowledge of the cannabis industry extends far beyond day-to-day operations. His wealth of experience with cannabis regulations combined with a strong background managing high-volume, regulated retail environments has equipped him with a deep understanding of industry best practices. At each of his

cannabis businesses, he has worked closely with local authorities to ensure that his operations comply with all city and state regulations, from licensing and tax compliance to packaging, labeling, and inventory management.

Under Vinson's leadership, Off the Charts in Winterhaven has been recognized as one of the most organized and compliant cannabis dispensaries by California Department of Tax and Fee Administration (CDTFA) inspectors, a testament to his focus on operational excellence. His ability to maintain compliance across multiple businesses in different regions with unique regulatory landscapes demonstrates his mastery of the cannabis industry and his commitment to running legal, successful businesses.

Vinson's expertise in managing retail cannabis extends to the use of sophisticated tracking systems, which ensure accurate inventory counts and compliance with Metrc. His hands-on approach has enabled his businesses to avoid regulatory issues, and he is well-versed in implementing processes that streamline operations, improve efficiency, and reduce risk.

LEADERSHIP AND OPERATIONAL OVERSIGHT

Although Vinson is not physically present at each location daily, he maintains a strong and active role in overseeing the operations of all his businesses. He visits each store regularly, focusing on critical aspects such as compliance, staffing, inventory control, and customer experience. As his San Diego-based locations prepare to open, Vinson plans to increase his time spent locally, ensuring that each store meets the highest standards of operational excellence.

Vinson's leadership style is further exemplified by his commitment to team development. He actively recruits, trains, and mentors his cannabis retail staff, ensuring that they are well-prepared to achieve their full potential. By coaching and supporting his teams, Vinson ensures that performance goals are met, and his businesses continue to thrive. His expansive network of vendors and partnerships with leading brands helps his businesses maintain a diverse product selection aligned with statewide purchasing trends.

Through his deep involvement in operations, Vinson provides continuous support to his managers, resolving operational challenges and maintaining open lines of communication with his teams. This engagement allows him to address issues promptly and ensure that each location upholds the highest standards in compliance, customer service, and overall operational performance.

Vinson's deep ties to Santee combined with his proven track record for managing highly regulated businesses make him an ideal candidate to operate a cannabis retail storefront in the City. His commitment to compliance, operational excellence, and community engagement positions him as a valuable contributor to the local cannabis industry.

DAVID KACHI

PROFESSIONAL EXPERIENCE IN CANNABIS AND REGULATED RETAIL

David Kachi brings over a decade of experience in managing regulated retail businesses and nearly four years of cannabis industry expertise. A longtime resident of San Diego, David's professional journey began while working at his family-owned gas station in Arizona, where he developed valuable skills in retail management and compliance. Since 2016, David has owned and operated a liquor store in Alpine, where he oversees all aspects of the business, from inventory management to regulatory adherence.

Today, David's primary focus is on his cannabis ventures, where he serves as co-owner and operator of the following licensed dispensaries:

- **Boulevard** in La Mesa (30% ownership, fully operational)
- **Grasshopper** in Chula Vista (47.5% ownership, fully operational)

In addition to his cannabis operations, David has been a proud business owner in Santee since 2017 with Hook'd, a bait and tackle shop. The opportunity to open a cannabis retail store in Santee holds special significance for David. Having lived in the city since 2015, it has always been his dream to operate a business in the community he calls home.

INDUSTRY EXPERTISE AND COMPLIANCE KNOWLEDGE

David's extensive background in managing regulated retail operations has provided him with a comprehensive understanding of the cannabis industry. His focus on compliance and operational efficiency is evident in his leadership of both Boulevard and Grasshopper, where he ensures that each business meets California's strict cannabis regulations. David's expertise in navigating regulatory requirements, developed through his years managing liquor and retail operations, allows him to ensure that his cannabis businesses remain fully compliant and successful.

At each of his cannabis ventures, David plays a key role in maintaining accurate inventory tracking, product management, and regulatory adherence. His focus on compliance is complemented by his ability to implement best practices that improve business operations and customer satisfaction.

LEADERSHIP AND OPERATIONAL OVERSIGHT

David maintains a hands-on approach to the management of his cannabis businesses, ensuring that both Boulevard and Grasshopper operate at peak efficiency. While his focus is primarily on his cannabis operations, his involvement in Santee's local economy through Hook'd highlights his commitment to the community. Since opening Hook'd, David has actively engaged with local residents, providing services and goods that meet the needs of the area's outdoor and fishing enthusiasts.

As an experienced operator, David regularly visits his cannabis dispensaries to ensure smooth operations, from staffing and customer service to compliance with state regulations. His leadership ensures that his businesses maintain the highest standards, whether in cannabis retail or his local Santee shop. David's extensive involvement in the community, along with his expertise in regulated industries, positions him as a dedicated and knowledgeable business owner who is well-equipped to help further Santee's growth.

Damian Bagby
Director of Sales
ThirtyOne Labs
3505 Cadillac Ave, #E
Costa Mesa, CA, 92626
Damian@shehitsdifferent.com
858-210-0312
10/22/2024

To Whom It May Concern,

I am pleased to write this letter of recommendation for Vinson Hallak, with whom I have had the pleasure of working for the past five years. Throughout our partnership, Vinson has consistently demonstrated professionalism, reliability, and integrity.

From the outset, Vinson has been a joy to work with. His positive attitude and collaborative spirit make every project enjoyable and productive. He is always open to feedback and values the input of those around him, fostering a great working environment.

In addition to being an excellent collaborator, Vinson has always been punctual with payments and has maintained a strong commitment to meeting our agreed-upon deadlines. This reliability has made our partnership seamless and has allowed us to focus on achieving our mutual goals without concern over financial matters.

I highly recommend Vinson as a trustworthy and valuable partner. I am confident that anyone who has the opportunity to work with him will find the experience equally rewarding.

If you have any further questions or need additional information, please feel free to contact me.

Sincerely,

Damian Bagby
Director of Sales
ThirtyOne Labs

Oct 23, 2024

Subject: Letter of Intent for Vincent Hallak's Santee Cannabis License Application

To Whom It May Concern,

I am writing to express support for Vincent Hallak's application for a Santee Cannabis License. As a Partnerships Manager at Nabis Distribution, I have worked closely with Vincent, a valued retail client.

Vincent's establishment, Off The Charts Winterhaven, has benefited from our diverse product selection, featuring top cannabis brands across California. Vincent's commitment to sound business practices is evident through his positive credit history, which includes timely bill payments and effective financial management.

If granted a license, we are confident in our ability to meet consumer demand at a new Santee location. Our extensive distribution network provides access to a wide variety of high-quality products, ensuring that the Santee establishment can offer a compelling selection to its customers. Additionally, our Marketplace platform allows clients like Vincent to conveniently access and purchase wholesale products.

If you have any inquiries, please feel free to contact us directly. We are enthusiastic about the opportunity to support another location under Vincent's leadership and contribute to the success of the Santee venture.

Thank you for considering Vincent Hallak's application. We look forward to the potential for collaboration and are eager to support this initiative.

Sincerely,

A handwritten signature in grey ink, appearing to read 'Natalie Tran', is positioned above the printed name.

Natalie Tran
Partnerships Manager
natalie@nabis.com
Nabis Distribution
C11-0001651-LIC



KIVA™

October 22, 2024

To Whom It May Concern,

On behalf of Kiva Brands, I am pleased to offer our full support for Vince Hallak, an applicant for a retail cannabis dispensary in the City of Santee. Our strong partnership with Vince Hallak has been built on their unwavering professionalism and commitment to excellence, qualities that have been consistently demonstrated throughout our collaboration.

Their reliable payment practices and operational efficiency have made them an exceptional business partner, while their rigorous adherence to regulatory compliance and focus on delivering high-quality products set them apart as an industry leader.

We are confident Vince Hallak will be an asset to the Santee community, and we fully support the continued growth and success of his retail operations.

Sincerely,

A handwritten signature in blue ink, located below the word "Sincerely,".

Caren Woodson
Sr. Director, Compliance & Licensing



October 21, 2024

RE: Vinny Hallak

To Whom it May Concern:

I am writing to you on behalf of Vinny Hallak to confirm his good financial standing and client history. I have worked with Vinny for the past two years and can confirm his exemplary financial and business status. He has been an excellent client who pays his bills in a timely fashion through a consistent income stream. He has paid cash on delivery throughout our business history. Vinny has been a true business partner and upholds the highest business standards. He has proven to be driven, communicative, and trustworthy. He has conducted himself and his affairs with integrity and has been an absolute pleasure to work with. My company and I would happily take our business with him everywhere he goes.

I highly encourage you to accept Vinny Hallak for any consideration, as I cannot foresee a situation in which he would become a burden. Vinny does not have any outstanding debts and has good credit standing. I recommend working with him in any capacity. If you would like to confirm any financial records, please contact me via any of the methods listed below:

jbeggs@jeeter.com
360-556-7932

Sincerely,

Joy Beggs
Senior Accounts Manager

65000 Two Bunch Palms Trail
Desert Hot Springs, CA 92240
360-556-7932
jbeggs@jeeter.com
www.jeeter.com

October 24, 2024

Lieutenant Murad Masad
Imperial County Sheriff's Office
328 Applestill Road
El Centro, CA 92243
Phone: (D) 442-265-5251, (M) 760-604-6057
Email: mmasad@icso.org

To Whom It May Concern,

I am writing to provide a reference for Vinson Hallak who is the operator of Off the Charts Dispensary located at 2115 Winterhaven Drive, Winterhaven, CA, which has been operating as a dispensary since its inception. Throughout this time, I have had the opportunity to observe the business's operations and its impact on the community.

I am pleased to report that Mr. Hallak has consistently maintained full compliance with all necessary permits and regulations. His commitment to adhering to legal standards speaks to his professionalism and dedication to responsible business practices.

Furthermore, we have not received any complaints from community members regarding the dispensary or Mr. Hallak. While there have been calls for service associated with the business, it is important to clarify that these instances were not due to any fault on their part. This indicates that the business is effectively managing its operations and contributing positively to the local environment.

In summary, I recommend Mr. Hallak. His adherence to regulations and commitment to the community demonstrate his integrity and reliability as a business operator.

Please feel free to contact me if you require any further information or clarification.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Masad', with a stylized flourish at the end.

Lieutenant Murad Masad

SECTION E

NEIGHBORHOOD COMPATIBILITY PLAN



Confidential/Proprietary Information

SECTION E NEIGHBORHOOD COMPATIBILITY PLAN

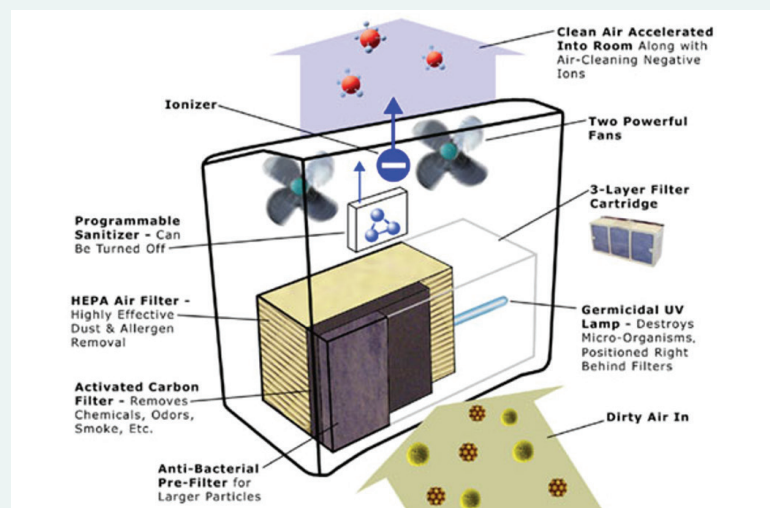
1. AVOIDING NUISANCE AND NEGATIVE COMMUNITY IMPACT

Leaf Society is committed to being a responsible member of the Santee community. We will actively take steps to avoid becoming a nuisance or causing any negative impact to our neighbors and the surrounding area. We will implement stringent systems and protocols to address and mitigate any issues related to noise, light, odor, public consumption, loitering, littering, and traffic. Our goal is to ensure that our operations coexist harmoniously with the community, with a clear plan for managing complaints both in person and through online platforms including social media.

ODOR CONTROL

In compliance with Santee's odor control regulations (§ 7.04.340I), Leaf Society has developed a comprehensive **Odor Control Plan (OCP)** to ensure that cannabis odors generated by the business are completely contained within the premises. Our strategy includes advanced **HEPA filtration systems, activated carbon filters, and negative pressure ventilation** to prevent any odors from escaping the facility.

- **HEPA Filtration:** Our HEPA filtration system captures and removes dust, hair, pet dander, and pollutants between 3-10 microns in size, including mold spores and pollen. The final stage of the filter, a **Medical Grade HEPA filter**, ensures 99.97% of particles larger than 0.3 microns are captured, maintaining air purity and preventing odor emission from the facility.
- **Activated Carbon Filters:** We use carbon filters integrated into the air exhaust system to capture cannabis-related odors, microbial particulates, and volatile organic compounds (VOCs). The carbon filters neutralize noxious odors by absorbing airborne terpenes and other odor-producing molecules, ensuring that no detectable odors escape the premises.
- **Negative Pressure Ventilation:** Leaf Society's ventilation system operates under negative pressure to prevent air and odors from exiting the facility. This creates a controlled environment, containing all air within the facility and preventing odors from leaking into common areas or public rights-of-way.



These systems are regularly maintained and monitored to ensure compliance with local regulations and optimal performance. We will conduct routine inspections and replace filters on a quarterly basis or more frequently if needed, to maintain air quality control.

NOISE AND LIGHT CONTROL

To mitigate noise and light disturbances, we will implement **soundproofing measures** within our facility, particularly in areas where mechanical systems are located. Any external noise, such as that from HVAC systems or delivery trucks, will be minimized by scheduling deliveries during non-peak hours and through the use of noise-reducing technologies.

All exterior lighting will be shielded and positioned to prevent light from spilling over into neighboring properties, ensuring minimal disruption during evening hours. Our facility will use energy-efficient LED lighting systems that are designed to reduce glare and light pollution.

LOITERING AND PUBLIC CONSUMPTION

In accordance with Santee's municipal code (§ 7.04.340L), Leaf Society will enforce a strict no-loitering policy. Security personnel will monitor the area within 100 feet of the premises and take immediate action to prevent loitering. If necessary, local law enforcement will be contacted to address any ongoing issues.

To discourage public consumption of cannabis near our facility, we will post clear signage reminding customers that consumption is prohibited on public property and within the vicinity of the store. Our staff will be trained to educate customers on these restrictions and direct them to consume cannabis products responsibly in private spaces.

LITTERING AND WASTE MANAGEMENT

Leaf Society is committed to maintaining a clean and litter-free environment both inside and outside the facility. We will provide adequate trash and recycling bins for customer use and will conduct regular clean-up sweeps of the surrounding area to ensure no litter accumulates. Additionally, our cannabis waste will be disposed of in strict accordance with local and state regulations, ensuring that all waste is handled properly and does not contribute to environmental concerns.

TRAFFIC AND PARKING MANAGEMENT

Recognizing that cannabis businesses can increase traffic flow, Leaf Society will establish a comprehensive traffic management plan to ensure smooth operations and minimize any impact on the surrounding community. We have 40 dedicated parking spaces reserved for our customers, employees, and delivery vehicles during regular hours of operation. Additionally, during peak hours, which begin after 5 PM, our customers will have access to the entire shared parking lot, which contains 60 parking spaces.

Leaf Society will position clear signage to guide both vehicles and pedestrians, directing them to the appropriate parking areas. We will also monitor traffic patterns and adjust our plan as needed to minimize congestion during peak times. By making efficient use of the shared lot and having designated spaces, we will ensure that traffic flow is maintained smoothly, reducing any potential negative impact on neighboring businesses and the surrounding community.

COMPLAINT HANDLING PROCEDURE

At Leaf Society, we are fully committed to addressing community concerns in a timely and transparent manner. Our **Complaint Handling Procedure** ensures that all complaints, whether related to noise, light, odor, public consumption, loitering, littering, or traffic, are promptly investigated and resolved as quickly as possible to minimize any negative impact on the community.

STEP 1: COMPLAINT RECEIPT AND LOGGING

- Complaints can be received through various channels, including in person, phone, email, or social media.
- All complaints will be logged in our **Complaint Tracking System**, a centralized database where the details of each complaint are recorded. This includes the nature of the complaint, time of the incident, location, and contact information for follow-up.

STEP 2: IMMEDIATE ACKNOWLEDGMENT

- Upon receiving a complaint, the manager or designated community liaison will immediately acknowledge the concern. For complaints submitted via social media or email, an acknowledgment will be sent within 24 hours.

STEP 3: INITIAL INVESTIGATION

- The manager will initiate an investigation into the complaint. This includes:
 - Inspecting the area or system related to the complaint (e.g., checking the odor control system, examining noise sources, or inspecting lighting conditions).
 - Consulting with security or relevant staff to gather information about the incident.
 - If necessary, scheduling a technician or third-party contractor to assess any equipment malfunction (e.g., HVAC or filtration system).

STEP 4: CORRECTIVE ACTION

- If the complaint is verified, corrective action will be taken immediately. This may include:
 - Adjusting or repairing filtration systems in the event of an odor-related issue.
 - Modifying operational hours or noise-generating activities.
 - Strengthening security or increasing patrols to address loitering or public consumption.
 - Cleaning the premises or surrounding areas to address litter concerns.
 - Implementing traffic flow adjustments or parking solutions to mitigate congestion.

STEP 5: RESOLUTION AND FOLLOW-UP

- Once the issue is resolved, the complainant will be informed of the actions taken to address their concern. If the complaint was made through social media or email, a follow-up response will be sent within 48 hours of the resolution.
- The complaint, investigation, and resolution details will be documented in our system for future reference and continuous improvement.

STEP 6: PREVENTATIVE MEASURES

- Leaf Society will take proactive steps to prevent recurring complaints by:
 - Conducting routine checks on equipment such as odor control systems and soundproofing installations.
 - Scheduling regular training for employees on customer service, complaint handling, and maintaining community relations.
 - Reviewing and refining operational procedures to prevent future incidents.

STEP 7: COMMUNITY ENGAGEMENT

- Leaf Society will hold periodic meetings with local residents and stakeholders to discuss ongoing community concerns and share updates on our efforts to mitigate negative impacts. These forums will provide a space for open communication and collaboration.

By implementing this Complaint Handling Procedure, Leaf Society will remain accessible and responsive to community needs, ensuring that any concerns are addressed swiftly and effectively. Our commitment to maintaining an open dialogue with neighbors, combined with our proactive operational measures, will help us avoid becoming a nuisance and contribute positively to the Santee community.

2. PREVENTING ACCESS TO UNDERAGE YOUTH

At Leaf Society, we are deeply committed to preventing underage access to cannabis products and to contributing to the well-being of the community by fostering responsible cannabis consumption. In alignment with the City of Santee's Municipal Code, we have developed comprehensive policies and educational initiatives to ensure that our products do not end up in the hands of minors.

AGE VERIFICATION AND ACCESS CONTROL

We will rigorously enforce age restrictions by ensuring that no person under 21 is permitted on the premises, except for individuals aged 18 to 20 who possess a valid physician's recommendation or medical cannabis card. Upon entry, all customers will be required to present a government-issued ID, which will be verified using state-of-the-art age-verification technology to ensure authenticity and accuracy. Trained security personnel and video surveillance at all access points will provide an additional layer of enforcement, preventing unauthorized entry.

To further enhance compliance, we will prominently display signage at all entrances, notifying the public that individuals under 21 are not allowed on the premises, as required by Santee's regulations. These measures will be reinforced through regular internal audits and staff training to ensure that our policies are always followed.

PUBLIC OUTREACH AND EDUCATION

In addition to strict enforcement measures, Leaf Society is dedicated to educating the public, particularly parents and families, about the risks of underage cannabis consumption and the importance of safe storage practices. As part of this effort, we will provide customers with educational materials on how to securely store cannabis products in their homes, ensuring that they remain out of reach of minors. We will offer child-resistant packaging and storage solutions, and our team will be trained to educate customers about the legal and social implications of underage access.

Furthermore, we will implement a **Public Outreach and Education Program (POEP)** that takes a multi-faceted approach to informing local communities, including youth organizations and educational institutions, about the risks associated with youth cannabis use. This program will focus on educating the public about the risks of youth addiction, the effects of cannabis on the developing brain, and the social pressures that may lead to substance use. Although cannabis consumption is legal for adults over 21, the program will highlight that the human brain continues developing until age 25, making young people particularly vulnerable to its effects.

In collaboration with local schools, leaders of youth organizations, and health officials, we will distribute educational materials to reach the local youth population and their families. These materials will be made available in our store and shared with community groups to help raise awareness about safe consumption and the risks of early exposure. Our goal is to proactively support Santee's public health initiatives by using education and transparency to protect the City's youth.

EMPLOYEE TRAINING AND COMPLIANCE

Leaf Society will provide comprehensive training for all employees, ensuring that they are well-versed in the local laws, age-verification protocols, and our zero-tolerance policies regarding underage access. Employees will be trained to recognize fraudulent IDs and will be regularly updated on any changes in local or state cannabis regulations. In addition to this, all staff will be educated on how to communicate with customers about responsible cannabis use and safe storage practices.

Through these efforts—combining rigorous ID checks, employee training, community outreach, and customer education—Leaf Society will prevent cannabis from reaching underage individuals and contribute to a safer, more informed community.



SECTION F

**COMMUNITY
BENEFITS AND
INVESTMENT
PLAN**



Confidential/Proprietary Information

SECTION F COMMUNITY BENEFITS AND INVESTMENT PLAN

1. COMMUNITY BENEFITS AND SUPPORT

The proposed cannabis business is deeply committed to supporting the local community through a variety of outreach efforts. Drawing from the owners' long-standing experience in other cities, such as Winterhaven and Yuma, where they have successfully engaged in community support activities, the business intends to replicate and expand these efforts in Santee.

In Winterhaven and Yuma, the owners have been active sponsors of the local county fair, the Yuma Fight League, and local sports teams, including flag football and soccer. They have also organized food drives and toy drives, including contributions to Toys for Tots, ensuring that families in need receive essential supplies during the holiday season. These initiatives have positively impacted the community, bringing people together while supporting those in need.

In Santee, the business plans to implement a similar strategy, prioritizing local community engagement and charitable efforts. The business will allocate a portion of its annual revenue to support local events, youth sports programs, and essential services such as food and toy drives. While specific organizations are not being named at this time, the focus will be on non-profits and civic groups that directly benefit the residents of Santee, particularly in the areas of social equity, education, and community development and beautification.

In addition to these activities, the business places a special emphasis on supporting veterans and veteran-focused organizations. As part of its commitment to giving back to those who have served, the business intends to work closely with the Veterans Affairs (VA) and local non-profits that provide services to veterans. This includes donating a portion of annual proceeds to veteran organizations, offering volunteer support from our employees and leadership, and actively participating in events that honor veterans and their families. Furthermore, the business will provide year-round discounts for veterans as a token of appreciation for their service, ensuring that they have access to products at a reduced cost.

The business recognizes the importance of taking care of those who have taken care of us. Many veterans face unique challenges when transitioning back into civilian life, including mental health struggles, physical disabilities, and economic hardship. Supporting veteran initiatives is not only a way to show gratitude for their service but also a fundamental aspect of the company's values. Offering discounts and engaging in veteran-focused outreach demonstrates the company's commitment to easing some of the burdens veterans face.

Veteran-focused outreach will be a cornerstone of the company's community engagement efforts in Santee. This commitment to veterans is not only a business decision but a moral imperative to give back to those who have protected the freedoms we enjoy. The business looks forward to creating lasting partnerships with organizations that uplift and support the veteran community.

By actively participating in and funding community-based activities, the business hopes to foster a sense of partnership with the city, reinforcing its role as a positive contributor to the local community. Whether through direct financial contributions or by encouraging employee volunteerism, the business is committed to making meaningful, long-term contributions to the social and economic well-being of Santee.

2. MINIMUM WAGE FOR EMPLOYEES

The proposed cannabis business is committed to providing fair compensation and competitive benefits to all employees. Entry-level employees will be offered a minimum wage of \$18 per hour, which exceeds both the state minimum wage and the Federal Poverty Level for a family of two. This demonstrates the business's commitment to supporting its workforce with wages that ensure financial stability and reflect the importance of the work they perform.

In addition to competitive wages, the business provides a comprehensive benefits package that includes health, dental, and vision insurance for employees working 30 or more hours per week. Eligible employees will also have access to a 401k retirement savings plan with employer matching, wellness reimbursements, and an Employee Assistance Program (EAP) to support mental and emotional well-being.

The business is dedicated to promoting long-term career development through continuing education opportunities. Employees will be encouraged to pursue cannabis-related certifications, with the company covering the full cost of these certifications.

Raises will be considered annually, based on performance, continued education, and tenure, ensuring that employees have opportunities for wage growth and advancement within the company.

3. LOCAL WORKFORCE OUTREACH AND EMPLOYMENT

Leaf Society is committed to prioritizing local hiring in Santee, with a focus on creating job opportunities for City of Santee residents. The business's primary goal is to hire locally, ensuring that a significant portion of the workforce comes directly from the community. We anticipate that at least 60% of the total annual payroll hours will be performed by residents of Santee, reflecting our commitment to local employment and community involvement.

Leaf Society recognizes that hiring local talent not only strengthens the local economy but also fosters meaningful connections between employees and the community they serve. Our experience in other locations has demonstrated that a locally-based workforce enhances customer relationships and improves overall service quality. This strategy allows Leaf Society to give back to the Santee community by offering stable employment opportunities to residents, including positions at all levels, from entry-level to management.

To achieve these goals, Leaf Society will actively collaborate with local organizations and employment agencies to source qualified candidates from diverse backgrounds. We plan to advertise job openings through local community centers, vocational schools, community colleges, and local publications, ensuring that job opportunities are visible to a broad range of Santee residents. Additionally, we will participate in local job fairs and City-organized hiring events to reach potential candidates within the community.

Our job postings will be made public for a minimum of 30 days and will use inclusive, unbiased language to encourage applications from all individuals, regardless of race, color, religion, national origin, sex, disability, or age. Leaf Society is particularly focused on creating opportunities for veterans, seniors, and individuals from disproportionately impacted communities, ensuring that our workforce reflects the diversity of the Santee community.

By leveraging relationships with local vendors, offering cannabis-specific retail training programs, and implementing equal opportunity hiring practices, Leaf Society is confident in its ability to attract local talent and contribute to the city's economic development.

4. DIRECT FEE TO THE CITY (% OF ANNUAL GROSS RECEIPTS)

Leaf Society is committed to supporting the City of Santee through a direct fee of 5% of annual gross receipts. This contribution aligns with the city's anticipated minimum and reflects our commitment to being an active partner in the economic development and well-being of Santee. The fee will support local services, infrastructure improvements, and other community initiatives, ensuring that the benefits of our operations extend beyond the business itself and positively impact the broader Santee community.



SECTION G

PROPOSED SITE PLAN



Confidential/Proprietary Information

SECTION G PROPOSED SITE PLAN

1. EXISTING SITE INFORMATION

1.A. PHYSICAL ADDRESS

10806 Prospect Ave, Santee, CA 92071

1.B. NARRATIVE DESCRIPTION OF EXISTING SITE

The existing site at **10806 Prospect Ave, Santee CA 92071** consists of a single-story industrial building that covers approximately 22,000 square feet. The property is zoned **IL (Light Industrial)**, making it suitable for cannabis retail use. The building is located on a spacious lot with 60 parking spaces available, 20 of which are designated for Leaf Society. The property features ample driveways, allowing easy access for both vehicles and pedestrians. The site is well-positioned along Prospect Avenue, providing high visibility for passing traffic and convenient access for customers. Additionally, pedestrian sidewalks and rights-of-way are in place around the perimeter of the building, ensuring safe pedestrian access to the site.

The site also includes a fire lane and trash collection area, making it well-prepared for both customer traffic and the operational needs of the business. The existing building is suited for a cannabis retail operation with minor exterior improvements planned to enhance the building's façade and overall aesthetic.

1.C. PHOTOGRAPHS OF EXISTING PROPERTY AND BUILDINGS





1.D. CURRENT SITE USAGE

The site is currently occupied by a tool and supply store. The building hosts two other businesses as well: a transmission repair shop and an auto body shop. While the parking lot is shared among the businesses, the parking spaces are clearly assigned to each tenant, with 20 spaces designated for Leaf Society. This will ensure that parking for our business does not interfere with the operations of the other tenants.

Additionally, Leaf Society's peak hours will occur after the transmission shop and auto body shop have closed for the day, minimizing any overlap in parking demand and ensuring smooth operations for all businesses on the property.

1.E. DESCRIPTION OF EXISTING AND ADJACENT BUSINESSES

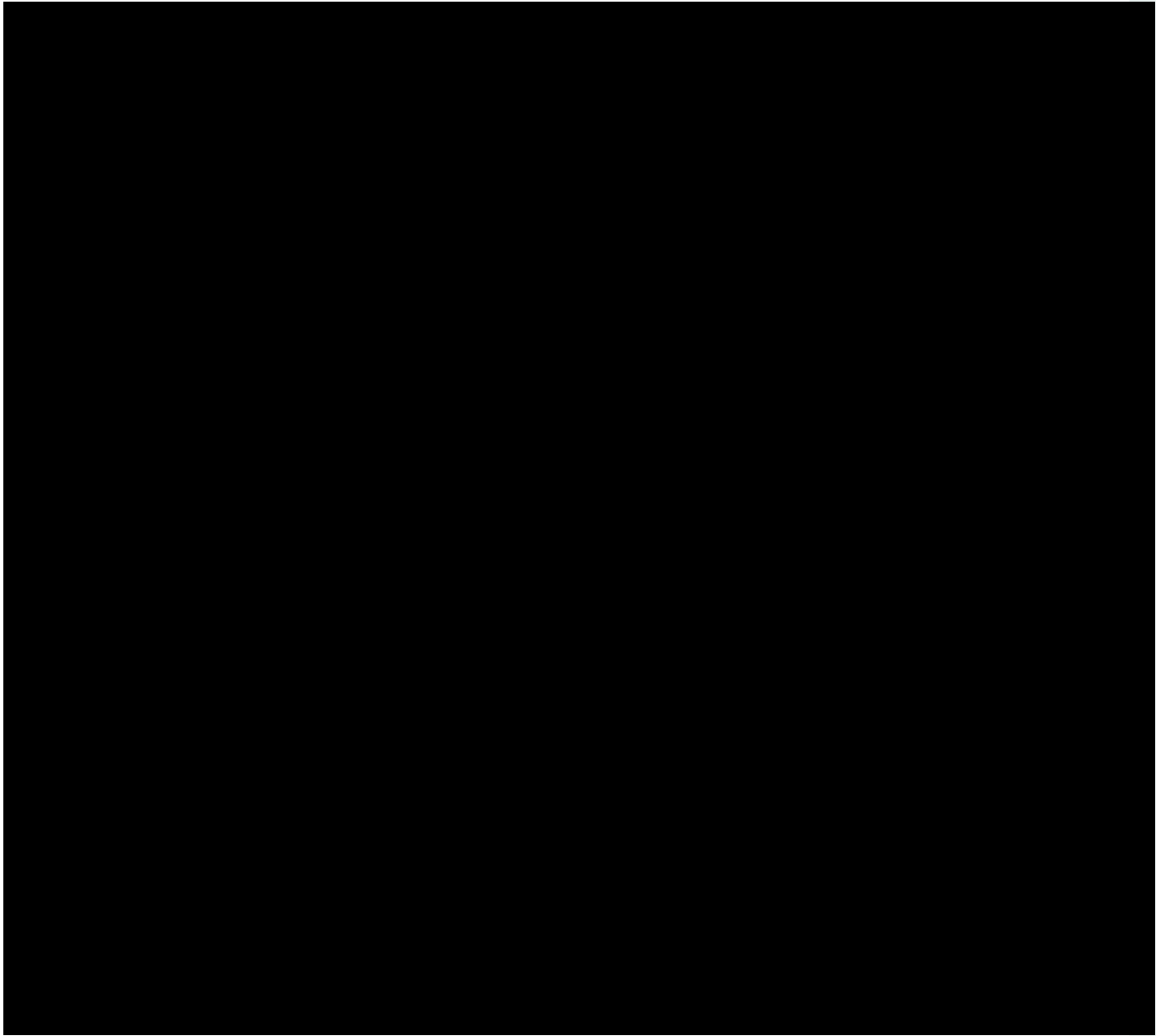
The existing businesses on the parcel include a transmission repair shop and an auto body shop, both of which operate in separate sections of the building. These businesses primarily serve automotive-related customers and maintain their own entrances and parking areas.

Adjacent to the site, there are several retail and service-oriented businesses, including **Golden Eagle Wine & Spirits**, **Laughing Elephant Smoke Shop**, **Alba Racing ATV Dealer**, and **Sticker Junkie**. These businesses contribute to the commercial character of the area and are compatible with Leaf Society, the proposed cannabis retail store.

2. PROPOSED SITE INFORMATION

PROSPECT AVENUE

2.A. SITE PLAN OF PROPOSED BUSINESS



1. *Introduction*

2. *Background*

3. *Methodology*

4. *Results*

5. *Discussion*

6. *Conclusion*

7. *References*

8. *Appendix*

9. *Index*

10. *Table of Contents*

11. *Abstract*

12. *Summary*

13. *Key Words*

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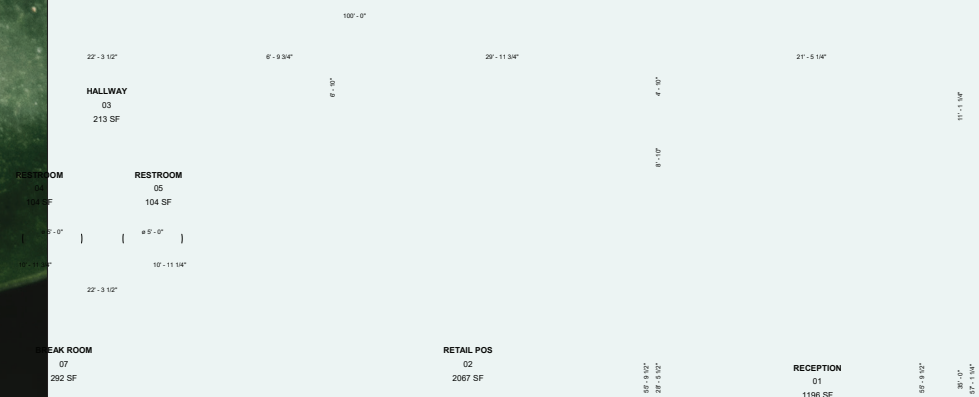
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2.B. NARRATIVE DESCRIPTION OF PROPOSED SITE IMPROVEMENTS

The proposed improvements to the site at **10806 Prospect Ave** will include significant exterior upgrades to enhance both the aesthetics and functionality of the property. First, we will improve the lighting in the parking lot to ensure that the area is well lit during business hours and remains safe for patrons and employees. The lighting will be designed with caps to prevent excess light from spilling into neighboring properties, ensuring that surrounding businesses and residents are not disturbed.

We will also invest in uplifting the landscaping around the building, creating a more welcoming and visually appealing environment. The exterior façade will be painted, and attractive signage will be installed to reflect the business's modern and professional image. These improvements will ensure that the property blends in with the surrounding area while standing out as a well-maintained, customer-friendly establishment. For security, we will install high-resolution cameras that cover the entire exterior of the building, with overlapping coverage to ensure no blind spots are present. The improvements to the property's exterior, combined with enhanced security measures, will provide both safety and an inviting atmosphere for customers.

2.C. VISUAL DEPICTIONS OF PROPOSED EXTERIOR





3. IMPACT OF PROPOSED MODIFICATIONS

The proposed modifications to the site will positively impact the surrounding area in several ways. The increased security measures, including 24/7 camera surveillance with full coverage of the property, will significantly enhance safety for Leaf Society and neighboring businesses. This security presence will deter crime and create a safer environment for all businesses in the area.

By beautifying the exterior and enhancing the landscaping, we will contribute to the overall visual appeal of the area, making it more attractive to visitors and customers. The improved lighting and signage will also ensure that Leaf Society is easily accessible and safe, particularly during evening hours, without causing any disruption to neighboring properties.

Leaf Society will draw more foot traffic to the area, increasing activity at adjacent businesses without overwhelming the parking resources. With 20 assigned parking spaces and peak business hours occurring after the nearby businesses close, there will be no conflict with parking or traffic flow. This increase in traffic could lead to greater exposure for the surrounding businesses, fostering economic growth in the area. Overall, the proposed modifications will not only enhance the property itself but will also have a positive impact on the local business community by improving security, increasing customer activity, and contributing to the overall aesthetics of the area.

CITY OF SANTEE
COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION
(RETAIL APPLICATIONS)
FINANCIAL RESPONSIBILITY, INDEMNITY AND
CONSENT TO INSPECTION TERMS
(Must be completed by all owners)

Dated: October 18, 2024

I hereby agree to the following terms:

1. I herewith pay the sum of \$25,711 for the application fee for the review and processing of an application for commercial cannabis business permit.
2. The entire fee amount paid to the City of Santee ("City") is non-refundable. There is no guarantee - expressed or implied - that by submitting the application or paying the application fee that I will obtain a permit to operate a commercial cannabis business.
3. All costs incurred by the City in processing said application, including staff time, attorney's fees, Consultant's fees and overhead, shall be funded from the fees paid. This is a personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in business organization, or any other reason.
4. I acknowledge and agree to the defense, waiver, and indemnification obligations stated in the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City", incorporated herein by reference.
5. The City will promptly notify the Applicant(s) and Owner(s) of any claim, action, or proceeding that is or may be subject to this Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. The City may, within its unlimited and sole discretion, participate in the defense of any such claim, action, or proceeding.
6. I will fund a deposit account ("Fund") to reimburse the City's cost, including attorney's fees, to defend any claim, action, or proceeding that is or may be subject to the Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. In the event that any such claim, action, or proceeding is filed against the City, I shall within 30 days of the filing, deposit an initial sum of \$20,000 to the Fund to reimburse the appropriate portion of the City defense costs, as determined by the City in its sole discretion. The Fund shall contain an amount necessary to cover three months' worth of budgeted expenditures by the City relating to the City's defense of the claim, action, or proceeding, including all time to appeal, or as long as expenditures made by the City relating to its defense remain unreimbursed, whichever is later. Once all remaining

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

and outstanding reimbursements have been paid to the City by me, City shall return any remaining unused portion of the deposit.

7. The City shall have the sole and absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, I will reimburse the City for those costs. Such resources include, but are not limited to, staff time, court costs, City Attorney's time, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action, or proceedings.
8. I consent and expressly allow, authorize, and permit the City, all its departments, agents, and employees, to enter upon and inspect the subject property identified in the application, with or without prior notice, for the purposes of processing this application or inspection or photographing for compliance with all laws, regulations, and conditions placed on land use approvals or the cannabis business permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing this agreement, I further certify and warrant I am authorized to, and hereby do, consent, and allow such inspections on behalf of each and all Owners of the property and Applicants.
9. I understand that all materials submitted in connection with the application are public records that the City may in accordance with applicable law determine are subject to inspection and copying by members of the public. By filing an application, I agree that the public may, if the City determines the law requires it, inspect and copy these materials and the information contained therein, and that some or all of the materials may be posted on the City's website. For any materials that may be subject to copyright protection, or which may be subject to Sections 5500.1 and 5536.4 of the California Business and Professions Code, by submitting such materials to the City I represent that I have the authority to grant, and hereby grant, the City permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.
10. This Agreement shall constitute a separate agreement from any cannabis business permit approval, and that if the cannabis business permit, in part or in whole, is revoked, invalidated, rendered null or set aside by a court of competent jurisdiction, I agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of California and in any legal action or other proceeding brought by either party to enforce or interpret this Agreement; the appropriate venue is the San Diego County Superior Court.

After review and consideration of all of the foregoing terms and conditions, I agree to be bound by and to fully and timely comply with all of the foregoing terms and conditions, and the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City".

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

David Karch

Printed Name
Vinson Hallak

Printed Name _____

Printed Name _____

Signature _____

Signature

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Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by all owners)

A. WAIVER, RELEASE AND HOLD HARMLESS

I hereby waive, release, and hold harmless the City of Santee ("City") and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to the application for a cannabis business permit, the issuance of the cannabis business permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business permit, or the cannabis business' operations.

I hereby waive, release and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Santee Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

B. AGREEMENT TO INDEMNIFY

I shall defend, indemnify, and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to the cannabis business, x) the operation of the cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, the cannabis business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

local laws by the cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

C. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall apply regardless of whether a cannabis business permit or any related permits or entitlements are issued.

D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall survive the expiration of any cannabis business permit or related permit or entitlement issued by the City. No modification of the permit, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.

[Signature]
Applicant Signature

David Kachi Owner
Printed Name and Title

Prospect Avenue Holdings LLC
Name of Business Entity

10806 Prospect Ave
Address of Permitted Location Santee, CA 92071

10/18/24
Date

[Signature]
Applicant Signature

Vinson Hallak owner
Printed Name and Title

Prospect Avenue Holdings LLC
Name of Business Entity

10806 Prospect Ave, Santee, CA, 92071
Address of Permitted Location

10-18-24
Date

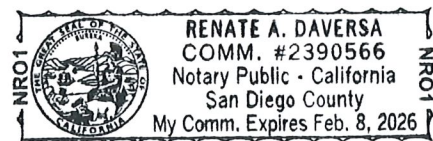
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO

Subscribed and sworn to (or affirmed) before me on this 18th day of October, 2024, by DAVID KACHI and VINSON HALLAK, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]
Notary Public

(Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City



City of Santee

10601 Magnolia Ave
Santee, CA 92071
Email: cannabisinfo@cityofsanteeca.gov

PROPERTY OWNER CONSENT/LANDLORD AFFIDAVIT

Property Owner Consent/Landlord Affidavit is required for all Applications. If the business owner is the same person/entity as the property owner, the business owner must complete, sign and notarize the Property Owner Consent/Landlord Affidavit form. If the property is owned by an entity, the entity owner must complete, sign, and notarize the Property Owner Consent/Landlord Affidavit.

☒ I certify that I am/we are the record owner(s) of the property at:

10806 Prospect Ave Santee CA 92071
Street City State Zip
384-260-76-00
Accession Parcel Number (APN)

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

BY MY SIGNATURE BELOW, I CERTIFY TO EACH OF THE FOLLOWING:

☒ I am the property owner or am authorized to act on the property owner's behalf, and the information I have provided above is correct. I acknowledge that I have read and understand the information contained herein.

☒ I acknowledge that the proposed commercial cannabis business PROSPECT AVENUE HOLDINGS, LLC
Tenant (Corporation/LLC/Partnership/Sole Owner)
has the legal right to occupy the property, and consent to the business conducting the following commercial cannabis activity at the Property:

- ☐ Retail (Storefront)
☒ Retail (Storefront with Deliver)
☐ Microbusiness (with Retail)

☒ I agree to comply with all applicable City Ordinances and State Laws.

SIGNATURE OF PROPERTY OWNER(S):

MARK CHAPPARONE

PRINTED NAME OF PROPERTY OWNER(S)

W/2 S. L

SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

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

Subscribed and sworn to before me this 22 day of OCTOBER, 2024, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me _____.

**NOTARIZATION REQUIRED. This authorization form will not be valid without notarization. The authorization contained in this form automatically expires upon sale or transfer of title to the Property. If sale or transfer of the Property occurs prior to obtaining a business license, the applicant must resubmit this notarized form with approval of the new legal owner(s) of the Property as well as pay any applicable fees. Property Owner authorization must be signed by all Property Owners of the property identified in the Application. Attach additional pages if necessary.*

See attached

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 San Diego)

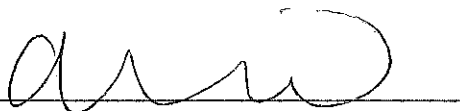
On October 22, 2024 before me, Alisa Winchel, Notary Public
(insert name and title of the officer)

personally appeared Mark Stephen Chapparoni Jr.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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



(Seal)





To whom it may concern,

This letter is confirmation that Prospect Avenue Holdings, LLC at 10806 Prospect Ave Santee, CA 92071 is insurable for property and liability coverage that will be compliant with SMC § 7.04.300 and any other requirement imposed by law. Coverage will include the following: : (1) commercial general liability insurance with a limit of no less than \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury (including death), personal injury and property damage; and (2) if permittee or permittee's employees use vehicles in the operation of the business, automobile liability insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, with a limit of no less than \$1,000,000 per occurrence. The City of Santee, its City Council and each member thereof, its officers, employees, and agents will be named as an additional insured on the commercial general liability policy. Coverage will be effective upon receipt of payment and signatures. Please reach out if there are any additional questions

Thank you,

A handwritten signature in black ink, appearing to read "JJ", is positioned above the printed name.

Jesse Jurado, Owner
Sugarleaf Insurance Services

24810 Washington Ave Murrieta, CA 92562
951 834 3964
jesse@sugaleafservices.com



Date: 10/23/2024

To: Whom It May Concern

Re: Vista Property Holdings LLC
376 Trousdale Dr
Chula Vista, CA 91910

This letter serves to confirm that David Kachi is a part owner of Vista Property Holdings LLC dba Grasshopper, and Vista Property Holdings LLC has been an active business member with KeyPoint Credit Union since February 2022. Their membership and accounts are in good standing with KeyPoint Credit Union.

Regards,

Risk Management
KeyPoint Credit Union
888-255-3637



October 21st, 2024

Re: Vince Hallak – All Associated PayQwick Accounts

To whom it may concern,

This letter is to certify that Vince Hallak has multiple PayQwick business accounts, powered through Green Check, all which are open, active, and in good standing. There are no holds on the accounts.

We would appreciate the opportunity to on-board additional business accounts, should Vince Hallak decides to expand his businesses.

Should you have any questions, please contact me through email or phone.

Thank you,

Rina Zourkos
Senior Cannabis Relationship Manager, Green Check

izourkos@greencheckverified.com

(805) 265-0067

greencheckverified.com



ZONING VERIFICATION LETTER REQUEST FORM (CANNABIS BUSINESS PERMIT)

Date: _____

Business Name: _____

Name of Applicant: _____

Proposed Location:

Address: _____

Accessor Parcel Number (APN): _____

Evidence of Legal Parcel : _____
(Attach As Separate Document)

Proposed Land Use: ☐ Retail

☐ Microbusiness with Retail

Zoning Verification Request: _____

Note: The issuance of a ZVL does not constitute written evidence of permission given by the City or any of its officials to operate a cannabis business, nor does it establish a "permit" within the meaning of the Permit Streamlining Act, nor does it create an entitlement under the Zoning or Building Code. Commercial Cannabis Retail Businesses (CCBs) are required to comply with all applicable development standards outlined in Santee Municipal Code. A regulatory permit for a CCB does not constitute a permit that runs with the land once a cannabis business is established.

2

RECORDING REQUESTED BY
LandAmerica Commercial Services
WHEN RECORDED MAIL THIS DOCUMENT
AND TAX STATEMENTS TO:

Mark S. Chapparone
8039 Balboa Ave
San Diego, CA 92111

FB
AP
UF
WM

17292

DOC # 2007-0125591



FEB 23, 2007 4:35 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 3783.50
OC: OC
PAGES: 4



2007-0125591

APN: 384-260-76-00
Escrow No.: 05720550
Title Order No.: 05720550

Space above this line for Recorder's use

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 3,756.50,
computed on full value of property conveyed, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Martyco, Inc., a California corporation

hereby GRANT(S) to

Mark S. Chapparone, as Trustee of The Mark S. Chapparone Trust, Declaration of Trust dated April 8, 2003 and Deborah R. Chapparone, as Trustee of the Deborah R. Chapparone Trust, Declaration of Trust dated April 8, 2003

the following described real property in the County of San Diego, State of California:

See Exhibit A attached hereto and made a part hereof.

Commonly known as: 10806 Prospect Avenue, Santee, CA 92071

(Signatures continued on following page)

GRANT DEED FROM **Martyco, Inc.** ON PROPERTY COMMONLY KNOWN AS: 10806 Prospect Avenue, Santee, CA 92071

Dated: February 7, 2007

Martyco, Inc., a California corporation

Charles Garner Jr

By: Charles Garner Jr., President

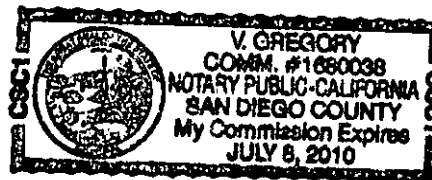
STATE OF CALIFORNIA

COUNTY OF San Diego } ss:

On Feb 8, 2007, before me, V. Gregory Notary Public, personally appeared Charles Garner, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature V. Gregory



FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Notary

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE
DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of V. GREGORY

Commission Number: 1680038 Date Commission Expires: July 8, 2010

County where Bond is Filed: San Diego

Manufacturer / Vendor Number: CSC1

Place of Execution: San Diego Date: February 23, 2007

Signature: 
Melvyn J. Brav

Exhibit A

All that certain real property situated in the County of San Diego, State of California, described as follows:

Parcel 1:

That portion of the South 150.00 feet (measured at right angles) of Lot 7, in Block 15 of the Subdivision of Lots "H" and "O" of the Rancho El Cajon, in the City of Santee, County of San Diego, State of California, according to Map thereof No. 817, filed in the Office of the County Recorder of San Diego County, April 2, 1896, described as follows:

Beginning at the Southeast corner of said Lot;

Thence North $25^{\circ} 07' 00''$ West along the Northeasterly line of said Lot, 34.98 feet to the True Point of Beginning;

Thence continuing North $25^{\circ} 07' 00''$ West along said Northeasterly line 132.75 feet to a point in a line which is parallel with and 150.00 feet Northerly, measured at right angles from the Southerly line of said Lot;

Thence Westerly parallel with said Southerly line 150.00 feet;

Thence Southerly at right angles 150.00 feet of said Southerly line;

Thence Easterly along said Southerly line 202.23 feet to a point distant along said Southerly line 22.83 feet Westerly from said Southeast corner;

Thence Northerly in a direct line 32.11 feet to the True Point of Beginning.

Parcel 2:

That portion of Lot 7, in Block 15 of the Subdivision of Lots "H" and "O" of Rancho El Cajon, in the City of Santee, County of San Diego, State of California, according to Map thereof No. 817, filed in the Office of the County Recorder of San Diego County, April 2, 1896, described as follows:

Beginning at a point on the South line of said Lot which is North $88^{\circ} 35' 00''$ West 319.11 feet from the Southeast corner thereof;

Thence North $01^{\circ} 27' 00''$ East 291.02 feet;

Thence South $88^{\circ} 35' 00''$ East, 173.80 feet to the Northeasterly line of said Lot;

Thence along said Northeasterly line South $25^{\circ} 07' 00''$ East, 157.62 feet to North $88^{\circ} 35' 00''$ West, 150.00 feet;

Thence South $01^{\circ} 25' 00''$ West, 150.00 feet to the South line of said Lot;

Thence North $88^{\circ} 35' 00''$ West 94.21 feet to the True Point of Beginning.

RECORDING REQUESTED BY

Joan M. Walsh
Attorney at Law

WHEN RECORDED MAIL TO:

Joan M. Walsh
Attorney at Law
9201 Spectrum Center Blvd., Suite 210
San Diego, CA 92123

DOC # 2010-0629794



NOV 16, 2010 3:39 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER
FEES: 22.00
OC: 00

PAGES: 3

17727



QUITCLAIM DEED

The undersigned grantors declare:

DOCUMENT TRANSFER TAX \$0-Trans.from Individuals to Wholly-owned LLC/vesting change only

(x) COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR

() COMPUTED ON FULL VALUE LESS LIENS &

() ENCUMBRANCES REMAINING THEREON AT TIME OF SALE

() Unincorporated Area City of

Tax Parcel No. 384-260-76-00

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **MARK S. CHAPPARONE**, as Trustee of the **MARK S. CHAPPARONE TRUST**, Declaration of Trust dated April 8, 2003 and **DEBORAH R. CHAPPARONE**, as Trustee of the **DEBORAH R. CHAPPARONE TRUST**, Declaration of Trust dated April 8, 2003,

hereby remise, release and quitclaim to **10806 PROSPECT AVENUE SANTEE, LLC**, a Limited Liability Company, organized in the State of California, the following described real property located in the County of San Diego, State of California:

See Exhibit A attached hereto and made a part hereof.

More commonly known as: 10806 Prospect Avenue, Santee, CA 92071

Dated: 4/20, 2010

MARK S. CHAPPARONE, Trustee of the **MARK S. CHAPPARONE TRUST**, Declaration of Trust dated April 8, 2003

Dated: 6-16, 2010

DEBORAH R. CHAPPARONE, Trustee of the **DEBORAH R. CHAPPARONE TRUST**, Declaration of Trust dated April 8, 2003

[Notary Acknowledgments on the following page]

17728

STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN DIEGO)

On April 20, 2010, before me, Mary Webb, a notary public, personally appeared **MARK S. CHAPPARONE**, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____

Mary W. Webb



STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN DIEGO)

On June 14, 2010, before me, Monica Rosas a notary public, personally appeared **DEBORAH R. CHAPPARONE**, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 _____

Monica Rosas

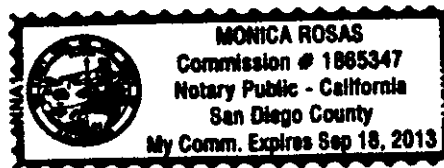


Exhibit A

All that certain real property situated in the County of San Diego, State of California, described as follows:

Parcel 1:

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Beginning at the Southeast corner of said Lot;

Thence North 25°07'00" West along the Northeasterly line of said Lot, 34.98 feet to the True Point of Beginning;

Thence continuing North 25°07'00" West along said Northeasterly line 132.75 feet to a point in a line which is parallel with and 150.00 feet Northerly, measured at right angles from the Southerly line of said Lot;

Thence Westerly parallel with said Southerly line 150.00 feet;

Thence Southerly at right angles 150.00 feet of said Southerly line;

Thence Easterly along said Southerly line 202.23 feet to a point distant along said Southerly line 22.83 feet Westerly from said Southeast corner;

Thence Northerly in a direct line 32.11 feet to the True Point of Beginning.

Parcel 2:

That portion of Lot 7, in Block 15 of the Subdivision of Lots "H" and "O" of Rancho El Cajon, in the City of Santee, County of San Diego, State of California, according to Map thereof No. 817, filed in the Office of the County Recorder of San Diego County, April 2, 1896, described as follows:

Beginning at a point on the South line of said Lot which is North 88°35'00" West 319.11 feet from the Southeast corner thereof;

Thence North 01°27'00" East 291.02 feet;

Thence South 88°35'00" East, 173.80 feet to the Northeasterly line of said Lot;

Thence along said Northeasterly line South 25°07'00" East, 157.62 feet to the North 88°35'00" West, 150.00 feet;

Thence South 01°25'00" West, 150.00 feet to the South line of said Lot;

Thence North 88°35'00" West 94.21 feet to the True Point of Beginning.

PARCEL MAP NO. 817

SHEET 1 OF 1 SHEET

PARCEL MAP

IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING A CONSOLIDATION OF A PORTION OF BLOCK 4 AND A PORTION OF REVERE AVENUE AS VACATED AND CLOSED TO PUBLIC USE LYING BETWEEN BLOCKS 4 AND 5 OF STEPHEN'S ADDITION ACCORDING TO MAP THEREOF NO. 364 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY.

ASSESSOR'S PARCEL NO. 424-361-23
TITLE REPORT BY TITLE INSURANCE AND TRUST CO.
ORDER NO. 940630

LEGEND AND NOTES.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTER LINE OF REVERE AVENUE AS SHOWN ON MAP NO. 5303 I.E. S 27° 25' 45" E

- INDICATES FOUND A POINT AS DESCRIBED
- INDICATES SET A 3/4"x18" IRON PIPE WITH DISC RCE 0629
- ⊙ INDICATES SET A LEAD PLUG AND DISC RCE 0629 AREA. 0.3527 ACRE NET.

CITY ENGINEER'S CERTIFICATE

THIS MAP HAS BEEN EXAMINED THIS 9TH DAY OF MAY 1972, FOR CONFORMANCE WITH THE REQUIREMENTS OF SECTION 11575 OF THE SUBDIVISION MAP ACT.

M. R. PEARCE
CITY ENGINEER BY E. F. Shepherd ASSISTANT

SURVEYOR'S CERTIFICATE

THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF T. L. SHEPHERD IN APRIL 1972. I HEREBY CERTIFY THAT IT CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF, THAT ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.

Raymond F. Hall Jr.
RAYMOND F. HALL JR. R.C.E. 0629

OWNER

THOMAS L. SHEPHERD AS TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT MADE JULY 1, 1960

I TRUSTEE OF THE PROPERTY COVERED BY THIS MAP, HEREBY APPROVE SAID MAP.

Thomas L. Shepherd
THOMAS L. SHEPHERD

RECORDER'S CERTIFICATE

FILE NO. 116354

FILED THIS 9 DAY OF MAY 1972, AT 10:00 A.M. IN BOOK OF PARCEL MAPS AT PAGE 817 AT THE REQUEST OF RAYMOND F. HALL JR.

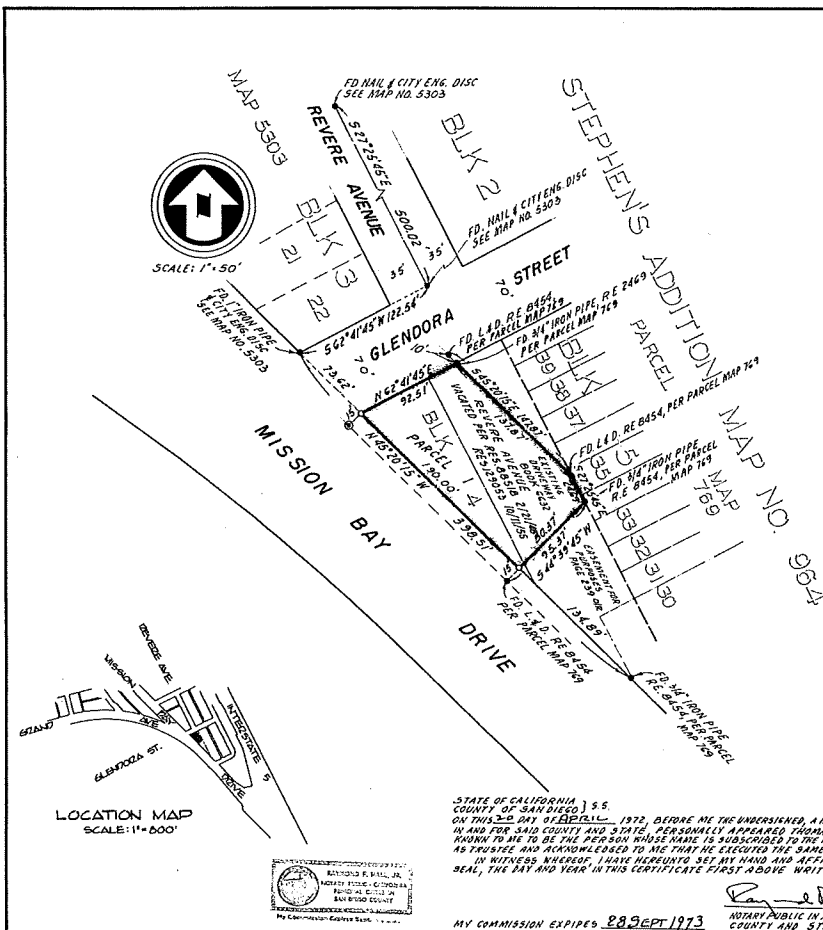
HARLEY F. BLOOM, COUNTY RECORDER

FEES: \$500

E. Rousseau DEPUTY

BROWN & HALL NO. 8854-108-3

W.O. 78001
T.M. 72-51
L.C. 230-1701





Prospect <prospectaveholdings@gmail.com>

Payment Confirmation - Santee, CA

1 message

noreply@mygovpay.com <noreply@mygovpay.com>
To: prospectaveholdings@gmail.com

Thu, Oct 24, 2024 at 12:25 PM

**Santee, CA****Payment Confirmation**

| | | | | |
|-----------------|------------------|----------------------------|------------|-------------|
| Payment Date | | Thursday, October 24, 2024 | | |
| Order Number | | 10911 | | |
| Line Items | | | | |
| Invoice # | Item Description | Quantity | Unit Price | Total Price |
| INV-00007003 | ZVL-2024-0027 | 1 | \$267.00 | \$267.00 |
| Item Total | | \$267.00 | | |
| Convenience Fee | | \$8.01 | | |
| Order Total | | \$275.01 | | |

Thank you for your payment,

Santee, CA