1. OPEN MEETING
2. ROLL CALL
3. MINUTES
   A. 01-20-21, Planning Commission Regular Meeting Minutes
   B. 01-20-21, Public Hearing Minutes, PC-2021-02 Milosch Project Rezone
4. AGENDA REVIEW AND APPROVAL
5. BRIEF PUBLIC COMMENT - NON AGENDA ITEMS ONLY
6. CONSENT AGENDA
   A. 2020 Planning Commission Annual Report
7. NEW BUSINESS
   A. PC-2020-31, Pure Green, Modification to the Ord. 154 application, Class "C" Grow Facility- Adult Use, located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)
   B. PC-2020-32, Pure Green, Modification to the Ord. 154 application Class "C" Grow Facility-Adult Use, located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)
   C. PC-2020-33, Pure Green, Modification to the Ord. 154 application Class "C" Grow Facility-Adult Use, located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)
   D. PC-2020-34, Pure Green, Modification to the Ord. 154 application Class "C" Grow Facility-Adult Use, located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)
   E. PC-2020-35, Pure Green, Modification to the Ord. 154 application Class "C" Grow Facility-Adult Use, located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)
   F. PC-2020-36, Pure Green, Modification to the Ord. 154 application (Excess Grower), located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)
   G. PC-2020-37, Pure Green, Modification to the Ord. 154 application (Excess Grower), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   H. PC-2021-08, Pure Green LLC, Ord. #154 Class "C" Grow-Medical application, located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)
   I. PC-2021-09, Pure Green LLC, Ord. 154 application (Excess Grower) application, located at 180 Premier Dr. ( parcel 09-35-477-001 & 09-35-477-002)
   J. Tree and Woodland Protection section of Zoning Ordinance #78
8. UNFINISHED BUSINESS
   A. PC-2021-01, Dutton Park Site Plan
9. PUBLIC COMMENTS
10. COMMUNICATIONS
11. PLANNERS REPORT/EDUCATION
12. COMMITTEE REPORTS
<table>
<thead>
<tr>
<th>13. FUTURE PUBLIC HEARINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. 02-17-21 at 7:05pm PC-2021-05, C &amp; A Group, Request to Conditionally Rezone 512 E. Silverbell Road, parcel #09-35-200-023, from Single Family Residential (R-1) to Office Professional (OP) with conditions.</td>
</tr>
</tbody>
</table>

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<tr>
<th>14. CHAIRMAN'S COMMENTS</th>
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<th>15. COMMISSIONERS' COMMENTS</th>
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<tr>
<th>16. ADJOURNMENT</th>
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</table>
The Charter Township of Orion Planning Commission will be held virtually only on Wednesday, February 3, 2021, at 7:00 pm VIA VIDEO CONFERENCE - GoToMeeting Access code 599-669-285 or VIA TELEPHONE 1-(571) 317-3122 Access Code 599-669-285
(Meeting being conducted via video/telephone conference due to the health concern of COVID-19 and the Michigan Department of Health and Human Services)

1. OPEN MEETING
2. ROLL CALL
3. MINUTES
   A. 01-20-21, Planning Commission Regular Meeting Minutes
   B. 01-20-21, Planning Commission Public Hearing Minutes for Milosch Project Rezone
4. AGENDA REVIEW AND APPROVAL
5. BRIEF PUBLIC COMMENT – NON-AGENDA ITEMS ONLY
6. CONSENT AGENDA
7. NEW BUSINESS
   A. PC-2020-31, Pure Green, LLC, Modification to the Ord. 154 application (Class “C” Grow Facility – Adult Use), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   B. PC-2020-32, Pure Green, LLC, Modification to the Ord. 154 application (Class “C” Grow Facility- Adult Use), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   C. PC-2020-33, Pure Green, LLC, Modification to the Ord. 154 application (Class “C” Grow Facility - Adult Use), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   D. PC-2020-34, Pure Green, LLC, Modification to the Ord. 154 application (Class “C” Grow Facility – Adult Use), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   E. PC-2020-35, Pure Green, LLC, Modification to the Ord. 154 application (Class “C” Grow Facility – Adult Use), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   F. PC-2020-36, Pure Green, LLC, Modification to the Ord. 154 application (Excess Grower), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   G. PC-2020-37, Pure Green, LLC, Modification to the Ord. 154 application (Excess Grower), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   H. PC-2021-08 Pure Green LLC Ord 154 application (Class “C” Grower- medical) located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   I. PC-2021-09 Pure Green LLC Ord 154 application (Excess Grower) located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   J. Discussion on Tree and Woodlands Protection Section of Ord 78.
8. UNFINISHED BUSINESS
   A. PC-2021-01, Dutton Park Site Plan, located at vacant parcels 09-35-400-048 and 09-35-477-003 located on the north side of Dutton Rd. 1 parcel east of Interpark N
9. PUBLIC COMMENTS
10. COMMUNICATIONS
11. PLANNERS REPORT/EDUCATION
   A. Giffels Webster Motions PC Training Series

12. COMMITTEE REPORTS

13. FUTURE PUBLIC HEARINGS
02-17-21 at 7:05pm PC-2021-05, C & A Group, Request to Conditionally Rezone 512 E. Silverbell Road, parcel #09-35-200-023, from Single Family Residential (R-1) to Office Professional (OP) with conditions.

14. CHAIRMAN’S COMMENTS

15. COMMISSIONERS’ COMMENTS

16. ADJOURNMENT

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the Township at least seventy-two hours in advance of the meeting when requesting accommodations.
The Charter Township of Orion Planning Commission held a regular meeting on Wednesday, January 20, 2021, at 7:00 pm VIA VIDEO CONFERENCE - GoToMeeting Access code 599-669-285 or VIA TELEPHONE 1-(571) 317-3122 Access Code 599-669-285 (Meeting being conducted via video/telephone conference due to the health concern of COVID-19 and the Michigan Department of Health and Human Services)

PLANNING COMMISSION MEMBERS PRESENT (Commissioner location):
Don Walker, PC Rep to ZBA (Orion Twp.) - 7:07 pm  
Kim Urbanowski, BOT Rep to PC (Orion Twp.)  
Garrett Hoffman, Commissioner (Orion Twp.)  
Jessica Gingell, Commissioner (Orion Twp.)  
Scott Reynolds, Chairman (Orion Twp.)  
Don Gross, Vice-Chairman (Orion Twp.)  
Joe St. Henry, Secretary (Orion Twp.)

PLANNING COMMISSION MEMBERS ABSENT:
None.

1. OPEN MEETING
Chairman Reynolds opened the meeting at 7:01 pm.

2. ROLL CALL
As noted

CONSULTANTS PRESENT:
Eric Fazzini, (Township Planner) of Giffels Webster  
Eric Pietsch, (Township Planner) of Giffels Webster  
Tammy Girling, Township Planning & Zoning Director

OTHERS PRESENT:
Jim Fields  
Jim Sharp

3. MINUTES
A. 01-06-21, Planning Commission Regular Meeting Minutes

Moved by Vice-Chairman Gross, seconded by Secretary St. Henry, to approve the minutes for January 6, 2020, as presented.

Vice-Chairman Gross amended the motion, re-supported by Secretary St. Henry, that the date should be January 6, 2021.

4. AGENDA REVIEW AND APPROVAL
Moved by Vice-Chairman Gross, seconded by Trustee Urbanowski, to approve the agenda as presented.

Chairman Reynolds recessed the regular meeting and opened the Public Hearing for PC-2021-02, Milosch Project Rezone Request at 7:05 pm.

Chairman Reynolds closed the Public Hearing for PC-2021-02 at 7:09 pm and reconvened the regular Planning Commission Meeting

5. BRIEF PUBLIC COMMENT – NON-AGENDA ITEMS ONLY
None
6. CONSENT AGENDA
None

7. NEW BUSINESS
A. PC-2021-02, Milosch Project Rezone, a request to rezone the western 4.293 acres of the unaddressed parcel (09-26-300-013) located at the NW corner of Silverbell and Lapeer Roads.

Chairman Reynolds disclosed a potential conflict of interest. He stated that he has done projects with both Mr. Sharpe and the Milosch business on an adjacent parcel, but not part of this rezoning request. There was some previous relationship but no current relationship. There was no concern from the Planning Commissioners.

Chairman Reynolds asked if the applicant would like to add anything? Mr. Sharpe replied he did not.

Planner Fazzini read through his review date stamped January 7, 2021.

Commissioner Walker asked what the petitioner intended to do with this? Mr. Sharpe replied that he couldn’t speak on Mr. Milosch’s behalf on what exactly he is proposing. He knew that the property to the west was recently zoned to (IP) zoning as well, but couldn’t speak on behalf of that. They prepared the plan on behalf of Mr. Milosch as to how he wanted to split the property and was unsure of the exact reasoning behind the (GB) and the (IP) zoning.

Vice-Chairman Gross said after reviewing the surrounding area he thought that it was consistent with the industrial zoning. There is industrial zoning development to the west and it certainly would not be an adverse impact on those properties. There are no residential properties surrounding this to have any negative impact. He didn’t see any reason why they should delay the rezoning request.

Chairman Reynolds agreed that there was (IP) to the west. He noted that one piece that he was hung up on was the grounds for further requests, per ordinance requirements of; why does it work and, how it ties into the Master Plan? He added that it is inching (IP) closer and closer to the M24 corridor versus, some corridors of M24, it is in the Lapeer Overlay District, so there are those requirements. He was more or less looking at the (IP) venturing closer to M24 and the possibilities that that presents. He wished there was more information presented.

Moved by Vice-Chairman Gross, seconded by Secretary St. Henry, that the Planning Commission forwards a recommendation to the Township Board to approve PC-2021-02, Milosch Project Rezone Request. Requesting to rezone the western 4.293 acres of the unaddressed parcel (09-26-300-013) located west of the NW corner of Silverbell and Lapeer Roads from General Business (GB) to Industrial Park (IP). This recommendation to approve is based upon the fact that the proposed rezoning, to (IP) is reasonable and consistent with the goals of the Master Plan; the proposed rezoning to (IP) is consistent with the surrounding land uses and will not have an adverse impact on the development in the area; the retention of (GB) zoning at the immediate intersection of Lapeer and Silverbell, maintains the commercial designation and future development along Lapeer Road. This recommendation is based upon the condition that a lot split would be submitted, reflecting the legal descriptions of the zoning classifications.

Chairman Reynolds asked if there were any public comments? There were none.

Roll call vote was as follows: Walker, no; Urbanowski, yes; St. Henry, yes; Hoffman, yes; Gross, yes; Gingell, yes; Reynolds, yes. Motion carried 6-1.
B. PC-2021-03, Village Square Minor PUD Amendment (Walgreens sign addition), located at 3520 S. Baldwin Rd. (09-29-301-082)

Chairman Reynold asked if the applicant was present?

Mr. Jim Fields at 33650 Giftos Dr., Clinton Twp., MI presented.

Mr. Fields stated that Walgreens is wanting to identify their added clinic services inside the pharmacy, by adding a small 18-inch by roughly 6-ft. letters clinic on the north and east elevations for a total of 9.5-sq. ft. per elevation.

Planner Fazzini read through his review date stamped January 13, 2021.

Chairman Reynolds said he read into the report about the illumination of the sign. He asked for clarification from the applicant because he thought that there may be some glare or overly-lit photometric concerns. He was not strongly opposed to a second sign, just based on the size and scale, and Walgreens being on a corner and the sign being minimal, he was open to a secondary sign. He thought that his findings of fact, he would just want to be grounded in something specific to the site if they were to support the amended PUD.

Vice-Chairman Gross stated the size of 9.5-sq. ft. per side is still below the maximum required for the zoning district. He said it was just a matter of two signs versus one. He added that since these signs are on opposite sides of the building, they cannot be seen simultaneously. He stated that identifying this as having a clinic within the building, could almost be considered a public service sign indicating that there is an additional opportunity for health services within the building.

Secretary St. Henry said that regarding the lighting concerns, as long as those can be addressed and as long as the lighting for the clinic sign is on par with the regular Walgreen sign, he thought that was more than acceptable. He agreed with Vice-Chairman Gross, that this is a public service providing this type of clinic in the Gingellville area on Baldwin. He was in support of it.

Chairman Reynolds asked the Planner if there was a way to administratively address some of the concerns that the fixture would be shielded or the illumination levels essentially adhere to the lighting standards? He questioned if that would be a good way to look forward to addressing these concerns with the signage backlighting? Planner Fazzini replied yes. They will review the submittal again as part of permitting. They could have the applicant just verify that the statement tonight that there are no external light fixtures proposed as part of this. Mr. Fields replied that is correct, there is no external lighting. The plank letters will be consistent with the facia and the way the Walgreens letters are lit.

Planning & Zoning Director Girling stated that they do have an actual light level that signs can emit. If they had within the motion that they have to meet ordinance then they will be covered by that incase Ordinance Enforcement had to go out they wouldn’t have to question whether at the PC they allowed them to exceed it, so, something referencing the ordinance criteria.

Moved by Vice-Chairman Gross, seconded by Commissioner Walker, that the Planning Commission approves PC-2021-03, Village Square PUD Minor Amendment, requesting two additional wall signs over the existing two wall signs for Walgreens, located at 3520 S. Baldwin Rd. (Sidwell #09-29-301-082), for plans date stamped received December 28, 2020. This approval is based on the following facts: that the overall sign size does not exceed the area.
required for signage within the subject district, and the addition of the new sign at 9.5-sq. ft. is not excessive to the façade signs; the sign ordinance is on a corner site, and consequently, the signs cannot be seen simultaneously by any driver; the clinic sign does provide a public service by identifying the service within an existing building: this approval is contingent upon the compliance with the lighting requirements of the ordinance for internal illumination.

**Roll call vote was as follows:** Urbanowski, yes; Gross, yes; Walker, yes; Hoffman, yes; St. Henry, yes; Gingell, yes; Reynolds, yes. **Motion carried 7-0.**

8. **UNFINISHED BUSINESS**
None

9. **PUBLIC COMMENTS**
None

10. **COMMUNICATIONS**

Chairman Reynolds stated that there were plans submitted by the Haley Law Firm. The memo read that the existing tower did not increase its height for the cell tower located at 467 E. Scripps Rd., and that the structural analysis was provided so the tower could withstand the weight of the additional equipment. This met the criteria for Administrative Review per Ord. #78 section 27.07. According to the review it was addressed and administratively approved.

11. **PLANNERS REPORTS**
Planner Fazzini stated that they would like to have the 2nd PC meeting in February starting at 6 pm - 7 pm for the first study session for the Master Plan update.

12. **COMMITTEE REPORTS**
None.

13. **FUTURE PUBLIC HEARINGS**
None.

14. **CHAIRMAN’S COMMENTS**
Chairman Reynolds stated he looked forward to getting into the Master Plan.

15. **COMMISSIONERS’ COMMENTS**
Commissioner Hoffman stated that he is still trying to get a handle on this, but was enjoying it so far.

Commissioner Walker welcomed Commissioner Gingell.

Commissioner Gross welcomed Commissioner Gingell.

Trustee Urbanowski congratulated Commissioner Gingell and welcomed her to the team.

Secretary St. Henry welcomed Commissioner Gingell and looked forward to working with her.

Commissioner Gingell said she was looking forward to getting involved in the process.
16. ADJOURNMENT
Moved by Trustee Urbanowski, seconded by Vice-Chairman Gross to adjourn the meeting at 7:37 p.m. Motion carried.

Respectfully submitted,

Debra Walton
PC/ZBA Recording Secretary
Charter Township of Orion

Planning Commission Approval Date
PC-2021-02
MILOSCH PROJECT REZONE REQUEST
PUBLIC HEARING – WEDNESDAY, JANUARY 20, 2021

The Charter Township of Orion Planning Commission held a Public Hearing on Wednesday, January 20, 2021, at 7:05 pm via “GoToMeeting” #599-669-285.

PLANNING COMMISSION MEMBERS PRESENT (Commissioner location):
Don Walker, PC Rep to ZBA (Orion Twp.) - 7:07 pm
Kim Urbanowski, BOT Rep to PC (Orion Twp.)
Joe St. Henry, Secretary (Orion Twp.)
Jessica Gingell, Commissioner (Orion Twp.)

PLANNING COMMISSION MEMBERS ABSENT:
None

CONSULTANTS PRESENT:
Eric Fazzini, (Township Planner) of Giffels Webster
Eric Pietsch, (Township Planner) of Giffels Webster
Tammy Girling, Township Planning & Zoning Director

OTHERS PRESENT:
Jim Fields
Jim Sharp

PC-2021-02, Milosch Project Rezone, a request to rezone the western 4.293 acres of the unaddressed parcel (09-26-300-013) located at the NW corner of Silverbell and Lapeer Roads from General Business (GB) to Industrial Park (IP).

Acting Chairman Reynolds asked if the applicant was present?

Mr. Jim Sharp with Sharp Engineering presented.

Mr. Sharp stated that they have a piece of property that is on the northwest corner of Silverbell and M24. The applicant is looking to split the property currently zoned (GB) and they are looking to split a portion of it to be (GB) and a portion of it to be rezoned to (IP). He thought that they met all of the requirements as far as the areas and things of that nature. They did have an opportunity to run through the Planners review and other than maybe a suggestion as to what Mr. Milosch would like to rezone the (IP) property for, and not just keep it (GB), he didn’t think there were any other comments.

Chairman Reynolds asked if there were any public comments? There were not.

Chairman Reynolds asked if there were any comments from the Commissioners. There were not.

Chairman Reynolds closed the public hearing at 7:09 p.m.

Respectfully submitted,

Debra Walton
PC/ZBA Recording Secretary
Charter Township of Orion

Planning Commission Approval Date
TO: The Charter Township of Orion Planning Commission
FROM: Tammy Girling, Zoning/Planning Director
DATE: January 27, 2021
RE: 2020 Planning Commission Annual Report

SUGGESTED MOTION:
Move receive and file the 2020 Planning Commission Annual Report and forward a copy to the Board of Trustees.
CHARTER TOWNSHIP OF ORION PLANNING COMMISSION
ANNUAL REPORT 2020

Number of Meetings Held
17 – Regular Meetings
1 – Special Meetings
6 – Public Hearings
8 – Site Walks

Number of Cases
3 – Text Amendments to Zoning Ord. No. 78
2 – Special Land Uses
6 – Wetland Permits
10 – Site Plans
11 – Administrative Reviews
2 – Rezone Requests
1 – Conditional Rezone Requests
1 – Planned Unit Developments
2 – Miscellaneous
1 – Planned Unit Development Minor Amendments
11 – Ordinance 154 Applications
5 – Site Plan Extensions
1 – Use Determination

Planning Commissioners
Justin Dunaskiss, Chairman ..............................................................12-31-22 (resigned 2021)
Scott Reynolds, Vice Chairman ........................................................12-31-23
Joseph St. Henry, Secretary ..............................................................12-31-21
John Steimele, Board of Trustee (BOT) Representative to the PC ..........12-31-20
Donald Walker, PC Representative to the Zoning Board of Appeals (ZBA) ..12-31-23
Donald Gross........................................................................................12-31-21
Judy Ryan .........................................................................................Stepped down
Kim Urbanowski ...............................................................................12-31-21

Township Consultants
Township Planner: Rodney Arroyo, Eric Fazzini, and Eric Pietsch, of Giffels-Webster
Township Engineer: James Stevens, and Mark Landis of Orchard, Hiltz & McCliment, Inc.
Township Attorney: Dan Kelly and Brittney Kimball of The Kelly Firm, PPC

Building Official
David Goodloe

Zoning/Planning Director
Tamara Girling

Coordinator Planning/Zoning
Lynn Harrison

PC/ZBA Clerk
Debra Walton & Courtney Keisman
### ZONING ORDINANCE NUMBER 78 TEXT AMENDMENTS

<table>
<thead>
<tr>
<th>PC#</th>
<th>Project Description</th>
<th>Applicant</th>
<th>Date Rec</th>
<th>Location</th>
<th>Sidwell /Acreage</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC-2019-38</td>
<td>Text amendment to Ord. #78</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>02/05/2020 Motion carried to proceed to Public Hearing. 03/04/2020 Public Hearing held; motion carried to forward a recommendation to the Board of Trustees to approve and adopt. 03/16/2020 Board of Trustees approved first reading. 05/04/2020 Board of Trustees approved and adopted, as amended.</td>
</tr>
<tr>
<td>PC-2019-51</td>
<td>Text Amendment to Ord. #78</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>02/19/2020 Motion carried to proceed to Public Hearing. 05/06/2020 Public Hearing held; motion carried to forward and recommend to the Board of Trustees to approve and adopt. 05/18/2020 Board of Trustees held first reading. 06/15/2020 Board of Trustees approved and adopted, as amended.</td>
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<tr>
<td>PC-2020-05</td>
<td>Text Amendment to Ord. #78</td>
<td></td>
<td></td>
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<td></td>
<td>03/04/2020 Discussion only.</td>
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### SPECIAL LAND USE

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<tr>
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<th>Project</th>
<th>Applicant</th>
<th>Date Rec</th>
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<th>Sidwell /Acreage</th>
<th>Comments</th>
</tr>
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<tbody>
<tr>
<td>PC-2020-22</td>
<td>Salon Blue</td>
<td>Mirela Dedivanaj</td>
<td>9/30/2020</td>
<td>1164 S. Lapeer</td>
<td>09-14-201-022</td>
<td>10/21/2020 Public Hearing held; motion carried to approve Special Land Use for microblading (tattooing).</td>
</tr>
<tr>
<td>PC#</td>
<td>Project</td>
<td>Applicant</td>
<td>Date Rec</td>
<td>Location</td>
<td>Sidewell /Acreage</td>
<td>Comments</td>
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<tr>
<td>PC-2020-26</td>
<td>WOW! Gas Station</td>
<td>Iven Sharrak</td>
<td>11/6/2020</td>
<td>3865 S. Baldwin</td>
<td></td>
<td>12/16/2020 Public Hearing held; motion carried to deny Special Land Use to add a driveway off of Hidden Timber Dr.</td>
</tr>
<tr>
<td>PC-2020-01</td>
<td>Orion Classic Car Club</td>
<td>Daniel E. Rush</td>
<td>12/13/2019</td>
<td>3030 Lapeer Rd.</td>
<td>09-26-101-015</td>
<td>09-26-101-009 01/15/2020 Motion carried to postpone. 04/15/2020 Motion granted Loading &amp; Unloading requirements waiver; to approve site plan with conditions.</td>
</tr>
<tr>
<td>PC-2020-03</td>
<td>LaZBoy Site Plan Modification</td>
<td>Georgia Investors</td>
<td>1/15/2020</td>
<td>4829 S. Baldwin Rd.</td>
<td>09-32-377-073</td>
<td>02/05/2020 Motion carried to grant parking lot waiver, and approve site plan.</td>
</tr>
<tr>
<td>PC-2020-06</td>
<td>Peninsula Agriculture, LLC</td>
<td>Don, Brian &amp; Mark Milosch</td>
<td>4/6/2020</td>
<td>N. of Silverbell &amp; W. of Lapeer Rd.</td>
<td>09-26-300-012</td>
<td>04/15/2020 Motion carried to grant Lapeer Overlay Design Standards waiver; to grant parking lot landscaping waiver; to approve site plan with conditions.</td>
</tr>
<tr>
<td>PC-2020-07</td>
<td>Oakland Business Park Building, Amended Site Plan</td>
<td>Premier Dr. LLC/Shauk Houck (owners rep)</td>
<td>3/11/2020</td>
<td>163, 180 &amp; 187 Premier Dr.</td>
<td>09-35-477-003</td>
<td>09-35-476-002 09-35-477-002 09-35-476-003 09-35-476-001 09-35-477-001 part of 09-35-400-048 04/15/2020 Motion carried to grant parking lot landscaping waiver; to approve site plan.</td>
</tr>
<tr>
<td>PC-2020-11</td>
<td>Grand Square of Orion</td>
<td>Ronald A. Chiesa</td>
<td>9/14/2020</td>
<td>595, 611, &amp; 631 Brown Rd.</td>
<td>09-32-400-076</td>
<td>09-32-400-070 09-32-400-069 09-32-400-077 09-32-400-071 10/07/2020 Motion carried to waive setback for the site monument structure, parking calculation, parking setback waiver, greenbelt width, parking spot dimensions, entry area improvements, dumpster locations, loading &amp; unloading, road width, &amp; design standards; to grant site plan approval with conditions.</td>
</tr>
<tr>
<td>PC-2020-12</td>
<td>Baldwin Square Site Plan Modification</td>
<td>Pristine Properties</td>
<td>5/13/2020</td>
<td>4709 Club House Dr.</td>
<td>09-32-376-003</td>
<td>06/03/2020 Motion carried to approve the site plan modifications with conditions.</td>
</tr>
</tbody>
</table>
SITE PLAN EXTENSIONS

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>PC-2017-14</td>
<td>Orion Commons</td>
<td>David Walters</td>
<td>5/25/2017</td>
<td>S. of Scripps &amp; N. of Gunnison</td>
<td>09-23-100-004</td>
<td>10/21/2020 Motion carried to approve site plan extension for one-year.</td>
</tr>
<tr>
<td>PC-2018-15</td>
<td>Stadium Ridge Residential</td>
<td>MJC Stadium Ridge LLC</td>
<td>3/18/2018</td>
<td>East of Lapeer &amp; North of Stadium</td>
<td>09-14-400-026</td>
<td>08/19/2020 Motion carried to approve site plan extension for one-year.</td>
</tr>
<tr>
<td>PC-2018-27</td>
<td>Baldwin Medical, Village Square</td>
<td>Baldwin Medical, LLC</td>
<td>7/2/2018</td>
<td>South of 3520 S. Baldwin</td>
<td>09-29-301-085, 09-29-301-084</td>
<td>11/4/2020 Motion carried to approve site plan extension for one-year.</td>
</tr>
<tr>
<td>PC-2018-31</td>
<td>Brown Road Hyatt House</td>
<td>Kalabat Engineering/ Iden Kalabat</td>
<td>7/25/2018</td>
<td>95 Brown Rd., 4978 Huston, 101 &amp; 115 Brown Rd.</td>
<td>09-32-378-069, 09-32-378-070, 09-32-378-073, 09-32-378-022, 09-32-378-023</td>
<td>04/15/2020 Motion carried to approve site plan extension for 6 months if homes had not been demolished, and one-year if the houses have been demolished.</td>
</tr>
<tr>
<td>PC-2019-10</td>
<td>Stadium Ridge Commercial</td>
<td>MJC Stadium Ridge LLC</td>
<td>3/20/2019</td>
<td>NE corner of Stadium &amp; Lapeer</td>
<td>09-14-400-025</td>
<td>08/19/2020 Motion carried to approve site plan extension for one-year.</td>
</tr>
</tbody>
</table>
### PLANNED UNIT DEVELOPMENTS (PUD)

<table>
<thead>
<tr>
<th>PC#</th>
<th>Project</th>
<th>Applicant</th>
<th>Date Rec</th>
<th>Location</th>
<th>Sidwell /Acreage</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC-2018-49</td>
<td>Hills of Woodbridge</td>
<td>Hills of Woodbridge, LLC</td>
<td>11/12/2020</td>
<td>Vacant Land N. of 3805 Lapeer Rd.</td>
<td>09-26-451-004, 09-26-402-020, 09-26-402-021</td>
<td>12/2/2020 Motion carried that the plan does not alter the concept plan approval; motion carried to postpone to</td>
</tr>
<tr>
<td>PC-2019-06</td>
<td>Silverbell Pointe PUD Final Plan</td>
<td>Franklin Ridge</td>
<td>3/24/2020</td>
<td>S. of Silverbell &amp; E. of Joslyn</td>
<td>09-33-201-001, 09-33-128-001, 09-28-379-001, 09-28-451-001</td>
<td>05/06/2020 Motion carried to forward a recommendation to the Board of Trustees to approve PUD Final Plan and agreement with conditions.  08/17/2020 Board of Trustees held first reading.  09/21/2020 Board of Trustees approved the PUD final plan with conditions.</td>
</tr>
<tr>
<td>PC-2019-48</td>
<td>Cottages at Gregory Meadows</td>
<td>Pulte Homes</td>
<td>9/3/2019</td>
<td>3537 &amp; 3595 Gregory</td>
<td>09-31-200-006, 09-31-200-008</td>
<td>01/15/2020 Motion carried to forward a recommendation to the Board of Trustees to approve the concept plan with conditions.  02/03/2020 Board of Trustees conditionally approved concept plan conditioned upon an acceptable PUD agreement.  10/21/2020 Motion carried to postpone action for 90 days.  12/03/2020 Motion carried to forward a recommendation to the Board of Trustees to approve PUD final plan with conditions.</td>
</tr>
</tbody>
</table>

### PLANNED UNIT DEVELOPMENTS (MINOR AMENDMENTS)

<table>
<thead>
<tr>
<th>PC#</th>
<th>Project</th>
<th>Applicant</th>
<th>Date Rec</th>
<th>Location</th>
<th>Sidwell /Acreage</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC-2020-21</td>
<td>Orion Village Crossing PUD</td>
<td>JPMorgan Chase</td>
<td>9/16/2020</td>
<td>3515 S. Baldwin</td>
<td>09-29-326-041</td>
<td>10/07/2020 Motion carried to approve signage.</td>
</tr>
</tbody>
</table>

### ORDINANCE 154 APPLICATIONS

<table>
<thead>
<tr>
<th>PC#</th>
<th>Project</th>
<th>Applicant</th>
<th>Date Rec</th>
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<th>Sidwell /Acreage</th>
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</tr>
</thead>
<tbody>
<tr>
<td>PC-2020-28</td>
<td>Pure Green</td>
<td>Pure Green</td>
<td>10/28/2020</td>
<td>180 Premier Dr.</td>
<td>09-35-477-001, 09-35-477-002</td>
<td>11/18/2020 Motion carried to grant approval for a Class &quot;C&quot; growing facility with conditions.</td>
</tr>
<tr>
<td>PC#</td>
<td>Project</td>
<td>Applicant</td>
<td>Date Rec</td>
<td>Location</td>
<td>Sidwell /Acreage</td>
<td>Comments</td>
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</tr>
<tr>
<td>PC-2020-29</td>
<td>Pure Green</td>
<td>Pure Green</td>
<td>10/28/2020</td>
<td>180 Premier Dr.</td>
<td>09-35-477-001 &amp; 09-35-477-002</td>
<td>11/18/2020 Motion carried to grant approval for a Class &quot;C&quot; growing facility with conditions.</td>
</tr>
<tr>
<td>PC-2020-30</td>
<td>Pure Green</td>
<td>Pure Green</td>
<td>10/28/2020</td>
<td>180 Premier Dr.</td>
<td>09-35-477-001 &amp; 09-35-477-002</td>
<td>11/18/2020 Motion carried to grant approval for a Class &quot;C&quot; growing facility with conditions.</td>
</tr>
<tr>
<td>PC-2020-31</td>
<td>Pure Green</td>
<td>Pure Green</td>
<td>10/28/2020</td>
<td>180 Premier Dr.</td>
<td>09-35-477-001 &amp; 09-35-477-002</td>
<td>11/18/2020 Motion carried to grant approval for a Class &quot;C&quot; growing facility with conditions.</td>
</tr>
<tr>
<td>PC-2020-32</td>
<td>Pure Green</td>
<td>Pure Green</td>
<td>10/28/2020</td>
<td>180 Premier Dr.</td>
<td>09-35-477-001 &amp; 09-35-477-002</td>
<td>11/18/2020 Motion carried to grant approval for a Class &quot;C&quot; growing facility with conditions.</td>
</tr>
<tr>
<td>PC-2020-33</td>
<td>Pure Green</td>
<td>Pure Green</td>
<td>10/28/2020</td>
<td>180 Premier Dr.</td>
<td>09-35-477-001 &amp; 09-35-477-002</td>
<td>11/18/2020 Motion carried to grant approval for a Class &quot;C&quot; growing facility with conditions.</td>
</tr>
<tr>
<td>PC-2020-34</td>
<td>Pure Green</td>
<td>Pure Green</td>
<td>10/28/2020</td>
<td>180 Premier Dr.</td>
<td>09-35-477-001 &amp; 09-35-477-002</td>
<td>11/18/2020 Motion carried to grant approval for a Class &quot;C&quot; growing facility with conditions.</td>
</tr>
<tr>
<td>PC-2020-35</td>
<td>Pure Green</td>
<td>Pure Green</td>
<td>10/28/2020</td>
<td>180 Premier Dr.</td>
<td>09-35-477-001 &amp; 09-35-477-002</td>
<td>11/18/2020 Motion carried to grant approval for a Class &quot;C&quot; growing facility with conditions.</td>
</tr>
<tr>
<td>PC-2020-36</td>
<td>Pure Green</td>
<td>Pure Green</td>
<td>10/28/2020</td>
<td>180 Premier Dr.</td>
<td>09-35-477-001 &amp; 09-35-477-002</td>
<td>11/18/2020 Motion carried to grant approval for a Class &quot;C&quot; growing facility with conditions.</td>
</tr>
<tr>
<td>PC-2020-37</td>
<td>Pure Green</td>
<td>Pure Green</td>
<td>10/28/2020</td>
<td>180 Premier Dr.</td>
<td>09-35-477-001 &amp; 09-35-477-002</td>
<td>11/18/2020 Motion carried to grant approval for a Class &quot;C&quot; growing facility with conditions.</td>
</tr>
<tr>
<td>PC-2020-40</td>
<td>Lifted Investments LLC</td>
<td>Lifted Investments, Inc.</td>
<td>11/23/2020</td>
<td>4601 Liberty Dr. S.</td>
<td>09-34-300-018</td>
<td>12/16/2020 Motion carried grant approval for a Class &quot;C&quot; growing facility with conditions.</td>
</tr>
</tbody>
</table>

**ADMINISTRATIVE REVIEWS**

<table>
<thead>
<tr>
<th>PC#</th>
<th>Project</th>
<th>Applicant</th>
<th>Date Rec</th>
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<th>Sidwell /Acreage</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC-2020-04</td>
<td>Breckenridge/Flagpole</td>
<td>Pulte Homes of Michigan</td>
<td>1/22/2020</td>
<td>S. of S. Baldwin &amp; N. of Brown</td>
<td>09-32-401-001</td>
<td>02/20/2020 Administratively approved by</td>
</tr>
<tr>
<td>PC#</td>
<td>Project</td>
<td>Applicant</td>
<td>Date Rec</td>
<td>Location</td>
<td>Sidwell /Acreage</td>
<td>Comments</td>
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</tr>
<tr>
<td>PC-2020-12</td>
<td>Baldwin Square/Change in Road</td>
<td>Pristine Properties</td>
<td>5/13/2020</td>
<td>4709 Club House Dr.</td>
<td>09-32-376-003</td>
<td>06/03/2020 Administratively approved by Planning &amp; Zoning Director.</td>
</tr>
<tr>
<td>PC-2020-14</td>
<td>Oakland County Tower/Equipment upgrade</td>
<td>Tina Fedele/Pinnacle Towers</td>
<td>6/8/2020</td>
<td>4881 Blad Mt. Rd.</td>
<td>09-36-300-003</td>
<td>06/17/2020 Administratively approved by Planning &amp; Zoning Director.</td>
</tr>
<tr>
<td>PC-2020-15</td>
<td>Oakland Business Park Bldg. B/Change to screening wall</td>
<td>Premier Dr.</td>
<td>6/11/2020</td>
<td>180 Primer Dr.</td>
<td>09-35-400-048</td>
<td>07/17/2020 Administratively approved by Planning &amp; Zoning Director.</td>
</tr>
<tr>
<td>PC-2020-19</td>
<td>GM Truck Dock</td>
<td>Matt Suokas</td>
<td>8/13/2020</td>
<td>4555 Giddings</td>
<td>09-34-200-006</td>
<td>09-34-400-011</td>
</tr>
<tr>
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<td></td>
<td>09/22/2020 Administratively approved by Planning &amp; Zoning Director.</td>
</tr>
</tbody>
</table>

**USE DETERMINATION**

<table>
<thead>
<tr>
<th>PC#</th>
<th>Project</th>
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<th>Date Rec</th>
<th>Location</th>
<th>Sidwell /Acreage</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC-2020-02</td>
<td>Pet Passages</td>
<td>Chris Mires Pres. Of Mayzie, Inc.</td>
<td>12/19/2019</td>
<td>4577 S. Lapeer Rd.</td>
<td>09-35-400-001</td>
<td>02/05/2020 Motion carried that uses are appropriate in Limited Industrial (LI).</td>
</tr>
</tbody>
</table>

**MISCELLANEOUS**

<table>
<thead>
<tr>
<th>PC#</th>
<th>Project</th>
<th>Applicant</th>
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<th>Sidwell /Acreage</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC-2020-20</td>
<td>F &amp; D Silverbell Co., LLC</td>
<td>Sara D’Agostini &amp; Mike Lukosavich</td>
<td>8/12/2020</td>
<td>South of W. Silverbell &amp; W. of Lapeer Rd.</td>
<td>09-35-100-019</td>
<td>09/02/2020 Motion carried to grant a tree inventroy</td>
</tr>
</tbody>
</table>
### PC-2020-26
WOW! Gas Station
Iven Sharrak
11/6/2020
3865 S. Baldwin
09-29-326-016
12/16/2020 Motion carried to allow administrative review of landscape change.

### REZONE

<table>
<thead>
<tr>
<th>PC#</th>
<th>Project</th>
<th>Applicant</th>
<th>Date Rec</th>
<th>Location</th>
<th>Sidwell /Acreage</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC-2020-01</td>
<td>Orion Classic Car Club</td>
<td>Daniel E. Rush</td>
<td>1/9/2020</td>
<td>3030 Lapeer Rd.</td>
<td>09-26-101-015</td>
<td>04/15/2020 Motion carried to grant wetland setback waiver; to approve wetland permit.</td>
</tr>
<tr>
<td>PC-2020-06</td>
<td>Peninsula Agriculture, LLC</td>
<td>Don, Brian &amp; Mark Milosch</td>
<td>6/24/2020</td>
<td>N. Side of Silverbell &amp; W. of Lapper Rd.</td>
<td>09-26-300-012</td>
<td>04/15/2020 Motion carried to grant wetland setback waiver.</td>
</tr>
<tr>
<td>PC-2020-08</td>
<td>Lavender Ridge</td>
<td>Jacobson Moceri Orion, LLC Manny Kianicky</td>
<td>5/5/2020</td>
<td>SE corner of Silverbell &amp; Squirrel Rd.</td>
<td>09-36-226-001</td>
<td>06/03/2020 Motion carried to approve wetland permit.</td>
</tr>
</tbody>
</table>

### Conditional Rezone

<table>
<thead>
<tr>
<th>PC#</th>
<th>Project</th>
<th>Applicant</th>
<th>Date Rec</th>
<th>Location</th>
<th>Sidwell /Acreage</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC-2020-16</td>
<td>Judah Rd. and Parcel #09-33-301-004</td>
<td>David Dedvukaj</td>
<td>7/8/2020</td>
<td>2401 Judah Rd.</td>
<td>09-33-301-004</td>
<td>08/05/2020 Applicant changed from a straight rezone to a conditional rezone.</td>
</tr>
</tbody>
</table>

### CONDITIONAL REZONE

<table>
<thead>
<tr>
<th>PC#</th>
<th>Project</th>
<th>Applicant</th>
<th>Date Rec</th>
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<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC-2020-16</td>
<td>Judah Rd. and Parcel #09-33-301-004</td>
<td>David Dedvukaj</td>
<td>7/8/2020</td>
<td>2401 Judah Rd.</td>
<td>09-33-301-004</td>
<td>08/05/2020 Public Hearing held; motion carried to forward a recommendation to the Board of Trustees to deny the conditional rezone request from Single-Family Residential (R-1) to Brown Road Innovation Zone (BIZ).</td>
</tr>
<tr>
<td></td>
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<td>09/21/2020 Board of Trustees held first reading.</td>
</tr>
<tr>
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<td></td>
<td>10/19/2020 Board of Trustees approved to conditionally rezone part of 2401 Judah Rd. and part of parcel 09-33-301-004 from Single Family Residential (R-1) to Brown Road Innovation Zone use groups A&amp;B, with conditions.</td>
</tr>
</tbody>
</table>

### WETLAND PERMIT

<table>
<thead>
<tr>
<th>PC#</th>
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<tr>
<td>PC-2020-01</td>
<td>Orion Classic Car Club</td>
<td>Daniel E. Rush</td>
<td>1/9/2020</td>
<td>3030 Lapeer Rd.</td>
<td>09-26-101-015</td>
<td>04/15/2020 Motion carried to grant wetland setback waiver; to approve wetland permit.</td>
</tr>
<tr>
<td>PC-2020-06</td>
<td>Peninsula Agriculture, LLC</td>
<td>Don, Brian &amp; Mark Milosch</td>
<td>6/24/2020</td>
<td>N. Side of Silverbell &amp; W. of Lapper Rd.</td>
<td>09-26-300-012</td>
<td>04/15/2020 Motion carried to grant wetland setback waiver.</td>
</tr>
<tr>
<td>PC-2020-08</td>
<td>Lavender Ridge</td>
<td>Jacobson Moceri Orion, LLC Manny Kianicky</td>
<td>5/5/2020</td>
<td>SE corner of Silverbell &amp; Squirrel Rd.</td>
<td>09-36-226-001</td>
<td>06/03/2020 Motion carried to approve wetland permit.</td>
</tr>
<tr>
<td>PC-2020-20</td>
<td>F&amp;D Silverbell Company LLC</td>
<td>Sara D’Agostini &amp; Mike Lukosavich</td>
<td>8/12/2020</td>
<td>S. of W. Silverbell &amp; W. of Lapeer</td>
<td>09-35-100-019</td>
<td>09/02/2020 Motion carried to recommend to the Board of Trustees to approve wetland permit. 09/08/2020 Board of Trustees approved</td>
</tr>
</tbody>
</table>
TO: The Charter Township of Orion Planning Commission
FROM: Tammy Girling, Planning & Zoning Director
DATE: January 29, 2021
RE: PC-2020-31 – PC-2020-35, Pure Green, LLC, Ordinance 154 Amended Application

As requested, I am providing suggested motions for the abovementioned project. Please feel free to modify the language. The verbiage below could substantially change based upon the Planning Commissions findings of facts for the project. Any additional findings of facts should be added to the motion below.

PLEASE NOTE: THIS SUGGESTED MOTION CAN BE USED FOR PC-2020-31 THROUGH PC-2020-35.

Ordinance #154

I move to grant/not grant approval of the amendment to the licensed marijuana facility applications PC-2020-31 and PC-2020-35 submitted by Pure Green LLC and approved by the Planning Commission on November 18, 2020, with such amendment providing for a replacement of the approved “Class C Grower Permit” with a “Class C Grow Facility – Adult Use” permit with approval of the amendment conditioned upon the Licensed Mariuhana Facilities Applications provided by the applicant to the Township otherwise remaining consistent with and identical to the original application presented and approved by the PC on November 18, 2020.
TO: The Charter Township of Orion Planning Commission
FROM: Tammy Girling, Planning & Zoning Director
DATE: January 27, 2021
RE: PC-2020-31 through PC-2020-37

PC-2020-31 through PC-2020-37 were conditionally approved on November 18, 2020 as Ordinance 154 Class C Grow facilities. However, there was an error made on the type of approval these cases were seeking and granted. As a result, these cases are on the 2/3/21 agenda as an amended request. Nothing within my reviews have changed except the type of approval being sought. They are in the same location and all location requirements, as previously presented, have been met.

If you have any questions, please feel free to contact me.
**Charter Township of Orion**  
2920 Jolynn Rd., Lake Orion MI 48360  
www.oriontownship.org

**PC-2020-31**

---

**ORION ORDINANCE 154 INITIAL PERMIT APPLICATION**  
Ordinance 154, Licensed Marihuana Facilities Ordinance

Pursuant to the Charter Township of Orion Ordinance 154, Licensed Marihuana Facilities Ordinance, the following application is intended to collect information and documentation establishing the applicant's conformance with the ordinance. All applicants should note that the approval of a Marihuana Permit will be based upon the accuracy and completeness of the information provided. In the event applications are received in excess of the permitted number of locations within the Ordinance or two or more applicants have similar qualifications, the Charter Township of Orion reserves its right to approve a permit which in the opinion of the Township best meets its goals and safeguards as set forth in the Ordinance. No financial or other right is established by the payment of the non-refundable application fee. All applications for renewal of a permit shall be reviewed per the standards set forth in the Ordinance. The Charter Township of Orion reserves the right to approve or deny the permit based upon the failure of any applicant to establish to the satisfaction of the Township any requirement, standard or goal of the Ordinance. The applicant understands this determination may involve a subjective interpretation of the application. Any permit granted by the Township is contingent upon the State of Michigan granting a state license for the specific license applied for under this ordinance.

---

**SECTION A- APPLICANT**

1. **Name of Applicant:** Pure Green, LLC  
   **Authorized Signer (of not an individual):** Stephen Goldner

   **Address of Applicant:** 2055 Crooks Rd, Suite B  
   Rochester Hills, MI 48309

   **Phone Number:** 248.920.8770

   **Email Address:** licensing@gloriouscanna.com

   **Sole Proprietor** ☐  **Partnership** ☐  
   **Corporation** ☐  **Limited Liability Company** ☑

   **Other:**

2. If entity is Sole Proprietor, state Owner/Proprietor's date of birth: __________ and provide a copy of photo identification.

3. If other than Sole Proprietor, list name, address and date of birth of all owners and provide copies of photo identification and percentage of ownership.
4. Name and address, phone number, date of birth and photo identification of all anticipated employees of facilities not listed as owners. (This information must be provided and supplemented before any future employee not listed begins working at facility)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Stephen Goldner</td>
<td>4781 Tara Ct</td>
<td>03/18/1948</td>
<td>100%</td>
</tr>
<tr>
<td>2.</td>
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5. If the Applicant or owner or any operator is a licensed caregiver under the Michigan Medical Marihuana Act, please list their name and address, and caregiver ID number issued by the State of Michigan.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
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<tbody>
<tr>
<td>N/A</td>
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</table>

6. For any corporation or other legal entity who has a financial interest or affiliation with the requested permit, please state the following:

Name: ____________________________
Name of Authorized Signer: ____________________________
Address: ____________________________
Interest or Affiliation: ____________________________

**SECTION B - FACILITY LOCATION**

7. Name of proposed facility: **Oakland Business Park, Building B**

8. Location of proposed facility: **180 Premier Drive**

Orion Charter Township, MI 48359

2
9. Please provide a preliminary floor plan sketch showing the location of all facility operations within an existing building, or for new construction a site plan for the parcel. Attach as Exhibit “A”
   ☑ Document(s) attached. If not attached, why not and when is applicant expected to supplement: ____________________________________________

10. With respect to the location of the facility, please state with specificity the exact location, address, suite number and, if necessary, the location of the facility within a building or the parcel of land. This location should include the distance in feet from each property line. Attach as Exhibit “B”
    ☑ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: ____________

11. Please provide evidence of the Applicant’s property interest in the proposed location. Provide copies of documentation showing a legal and enforceable property interest. Attach as Exhibit “C”.
    ☑ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: ____________

12. Please confirm and establish that the facility is located within the Township’s Industrial Park district (“IP”); is not within 1,500 feet of a church; is not within 2,000 feet of a residence located in the R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning Districts; is not within 2500 feet of a registered school and does not have ingress or egress on a street or road that has an average traffic volume in excess of 6,000 vehicles per day as calculated and reported by Southeast Michigan Counsel of Governments. Further, please show that the facility does not have an ingress or egress on a street or road that serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning District. For each of the above criteria, please attach any and all documents which will permit the Township to calculate compliance with the Licensed Marihuana Facilities Ordinance No. 154. At a minimum, provide a map showing the facility and measured distances (building edge to building edge). Attach as Exhibit “D”.
    ☑ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: ____________

a) Is the Facility located in the Township’s IP (Industrial Park District) zoning district?
   ☑ Yes       ☐ No
b) Is the Facility more than one thousand five hundred (1,500) feet of any church in the Township?

☐ Yes □ No

c) Is the Facility more than two thousand (2,000) feet of any residence located in an R-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes □ No

d) Is the Facility more than two thousand five hundred (2,500) feet of any registered school within the Township.

☐ Yes □ No

For 10-12 above, please provide a map showing the facility and measured distances (building edge to building edge.)

e) Does the facility have an ingress or egress on a street or road that has an average traffic volume of six thousand (6,000) or less vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported on the Southeast Michigan Council of Governments (SEMCOG) per the site semcog.org/Traffic-Counts?

☐ Yes □ No

f) Does the Facility have an ingress or egress on a street or road that does not also serve as an ingress or egress to a residential road or property located in a TR-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes □ No

Name of Facility ingress/egress Street or road: Premier Drive

13. Please state whether the Applicant will seek a variance from the Zoning Board of Appeals pursuant to Article 6(8) of the Orion Licensed Marihuana Facilities Ordinance No. 154.

☐ Yes □ No

If variance will be sought, specify location category(s) pursuant to Art 6 (1)- (6):
For each category variance sought, state the percentage the applicant will seek: _____%  
(Not to exceed 15%)

SECTION C - FACILITY REQUIREMENTS

14. When available, submit to the Township a copy of the Applicant’s application for a license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs, for each facility permit requested. 
Attach as Exhibit “E”.
☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________
Phase 2 application with the state of Michigan requires a permit and signed attestation from the municipality. We expect to submit our application with the state by November 1, 2020

15. Is consumption and/or use of marihuana prohibited at the Facility?
☐ Yes    ☐ No

16. Will all activity related to the Facility be done indoors?
☐ Yes    ☐ No

17. Will all Marihuana contained within the building be in a locked Facility in accordance with the Michigan Medical Marihuana Act, MCL 333.26421 et seq., as amended (“MMMA”), the Michigan Medical Marihuana Facilities Licensing Act, MCL 333.27101, et seq., and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et seq., as amended (“MRTMA”) as amended?
☐ Yes    ☐ No

18. Please set forth an operations statement, plan and or outline showing that all facility activities shall occur indoors and in a building which is locked.
Attach as Exhibit “F”
☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________

19. Will all necessary building, electrical, plumbing and mechanical permits obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices are located?
☐ Yes    ☐ No
20. When available and prior to the issuance of any permit, the Applicant must submit all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire department showing compliance with the Michigan Fire Protection Code and confirmation that the storage of any chemical, herbicide, pesticide and or fertilizer has also been approved by the Orion Fire Department.
Attach as Exhibit “G”.
☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: 

21. In any portion of the structure where the storage of any chemicals such as herbicides, pesticides, and/or fertilizers, do you agree to be subject to inspection and approval by the Orion Fire Department to ensure compliance with the Michigan Fire protection Code?

☐ Yes  ☐ No

22. Will you ensure that no other uses, other than accessory uses, will be permitted within the same Facility other than those associated with cultivating, processing, transporting or testing marihuana?

☐ Yes  ☐ No

23. Please state and/or provide documentation showing the plan that all litter and waste will be properly and safely removed and will not constitute a source of contamination in areas where marihuana is exposed. Further, please include how the applicant will dispose of rubbish so as to minimize the development of odor and minimize the potential for development of waste odor and waste from becoming an attracted, harborage or breeding place for pests. Please include a detailed description of the ventilation system. Attach as Exhibit “H”.
☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: 

a) Will litter and waste be properly removed and the operating systems for waste disposal maintained in an adequate manner so that they do not constitute a source of contamination in areas where marihuana is exposed?

X Yes  ☐ No

b) Will floors, walls and ceilings be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair?

X Yes  ☐ No
c) Will there be adequate screening or other protection against entry of pests, and will rubbish be disposed of so as to minimize the development of odor, minimize the potential for development of waste odor, and minimize the potential for waste becoming an attractant harborage or breeding places for pests?

X Yes    □ No

d) Will all buildings, fixtures and other facilities be maintained in a sanitary condition?

X Yes    □ No

e) Will each Facility center provide its occupants with adequate and readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair?

X Yes    □ No

24. Please state how the Applicant intends to avoid excessive noise, dust, vibrations, glare, fumes or odors detectable to the normal senses beyond the boundaries of the property. Attach as Exhibit “I”.

☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________________________

25. Please provide the plan and supporting documentation showing that all disposal systems for spent water and spent soil have been adequately and safely disposed of and accounted for.
Attach as Exhibit “J”.

☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________________________

26. Please provide a security and safety plan, and at a minimum showing the facilities surveillance systems and continuous monitoring systems of the entire premise as required by the ordinance.
Attach as Exhibit “K”.

☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________________________
a) Will the Facility continuously monitor the entire premises with surveillance systems that include security cameras operating 24 hours a day, 7 days a week, every day of the year, and will these recordings be maintained for a period of at least 30 days?

☑ Yes □ No

27. Please state and/or show the exterior signage or advertising identifying the facility. Attach as Exhibit “L”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: __________________________
The facility will only show the numbers associated with its address __________________________

a) Do you understand and agree that any exterior signage or advertising identifying the Facility as a marihuana facility is prohibited?

☑ Yes □ No

SECTION D- BUSINESS OPERATIONS AND SECURITY

28. Active business operations shall not be open outside of the hours of 7am and 9pm.

Active Hours of Operations:

<table>
<thead>
<tr>
<th></th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
</tr>
<tr>
<td>Close</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
</tr>
</tbody>
</table>

29. Will security guards be provided? If yes, how many? 1

☑ Yes □ No

30. Days and Hours security guards will be provided:

<table>
<thead>
<tr>
<th></th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Hrs?*</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Start</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
</tr>
<tr>
<td>Finish</td>
<td>6pm</td>
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<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
</tr>
</tbody>
</table>

*If any day is not 24 hrs., please enter Start and Finish times.
SECTION F - BACKGROUND

31. Have you previously operated in this Township or any other County, City, or State under a Medical or adult use Marijuana/Marihuana License or Permit?

☐ Yes  ☐ No

32. Have any of the previously issued licenses or permits mentioned above been revoked or suspended?

☐ Yes  ☐ No

If yes, provide an explanation for the revocation/suspension below.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

33. Is the Applicant or Authorized Signer currently licensed by any governmental agency to engage in any business?

☑ Yes  ☐ No

34. If yes to questions 31, 32, or 33, please list each such license or permit held, the city or state in which it is held, and expiration date thereof.

State of Michigan license to operate medical marihuana cultivation facilities.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

35. Has the Applicant or any stakeholder been convicted or incarcerated for a felony within the past ten (10) years or ever been convicted of an illegal substance related felony?

☐ Yes  ☐ No

If yes, list the associated criminal case number(s), the statute(s) violated, the date(s) of conviction, the date(s) of imposition of probation and/or parole, and the name and address of the sentencing court.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

9
I HEREBY CERTIFY UNDER OATH AND PENALTY OF PERJURY THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION IS COMPLETE, TRUE AND ACCURATE. I UNDERSTAND THAT ANY OMISSIONS OR INACCURATE INFORMATION OF THE APPLICANT, MY AGENTS OR EMPLOYEES WILL DISQUALIFY MY APPLICATION FROM CONSIDERATION.

Applicant’s Signature:  

Stephen Goldner  
Print Name: Stephen Goldner  
Title: Owner  

Dated: 10/26/2020  

If needed additional signatures:  

Witness Signature:  

Aaron Fogelman  

Print Name:  
Title:  

Print Name:  
Title:  

10
LIST OF DOCUMENTS TO PROVIDE WITH APPLICATION

(Where applicable, an attached document(s) may satisfy more than one requested document. If so, please identify the appropriate responsive Exhibit or document in the space provided.)

Application Documents

Exhibit A & B: Floor plan or drawings to scale and elevations as required by Orion Township Ordinance No. 154 with location plan showing surrounding area as required by Ordinance.
✓ Document Attached. If not, why not: ____________________________________________

Exhibit C: Copy of Proof of Ownership, Purchase Agreement, Lease, or options for the site where the Marihuana Facility will be operated. (If leased, signed document by owner consenting of the lease to the site for a Marihuana Facility).
✓ Document Attached. If not, why not: ____________________________________________

Exhibit D: Copy of map and/or other documents in response to question 15.
✓ Document Attached. If not, why not: ____________________________________________

Exhibit E: Copy of the Applicant’s application for license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs.

Exhibit F: Copy of operations statement, plan and or outline showing facility activities shall occur indoors and in locked building (question 21).
✓ Document Attached. If not, why not: ____________________________________________

Exhibit G: Copy of all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire Department showing compliance. (question 23)
✓ Document Attached. If not, why not: ____________________________________________

Exhibit H: Copy of plan for litter and waste removal and detailed description of ventilation system. (question 26)
✓ Document Attached. If not, why not: ____________________________________________

Exhibit I: Copy of plan to avoid excessive noise, dust, vibrations, glare, fumes or odors. (question 27)
✓ Document Attached. If not, why not: ____________________________________________

Exhibit J: Copy of plan and supporting documents showing disposal of spent water and soil safety plan. (question 28)
✓ Document Attached. If not, why not: ____________________________________________

Exhibit K: Description of a security and safety plan as required in the Orion Township Ordinance No. 154 forLicensed Marihuana Facility. (question 29)
✓ Document Attached. If not, why not: ____________________________________________
Exhibit L: Any proposed text or graphical materials to be shown on the exterior of the proposed facility. (question 30)

☐ Document Attached. If not, why not: Exterior will only show building numbers.

Additional Documents

1. Copy of Articles of Incorporation or Limited Liability company or Partnership Agreement or assumed name certificate.
   ✔ Document Attached. If not, why not: 

2. Copy of Internal Revenue Service SS-4 EIN confirmation letter.
   ✔ Document Attached. If not, why not: 

3. Copy of Operating Agreement for LLC or Bylaws of Corporation of Partnership.
   ✔ Document Attached. If not, why not: 

4. Staffing plan.
   ✔ Document Attached. If not, why not: 

5. Proof of insurance showing compliance with Township Ordinance.
   ✔ Document Attached. If not, why not: 

6. Executed Affirmation of Stakeholder
   ✔ Document Attached. If not, why not: 

12
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I, Stephen Goldner, make this affirmation in support of the Application for a permit with the Charter Township of Orion for a Marihuana facility located at 180 Premier Drive, Orion Charter Township, MI.

2. I affirm that I
   a. That I am at least 21 years of age.
   b. Have never been indicted or charged with or arrested for, convicted of, plead guilty, or nolo contendere to a felony or to a controlled substance related misdemeanor.

3. I have not previously had a business license permit or registration denied or revoked or suspended by Orion Township.

4. Dated: 10/26/2020

   Stephen Goldner

   Print name: Stephen Goldner
1. Type of Permit Requested:
   - Class "C" Grower Facility (medical)  □
   - Class "C" Grower Facility (adult-use)  □ ☒
   - Processing Center Facility (medical)  □
   - Processing Center Facility (adult-use)  □
   - Safety Compliance Facility (medical)  □
   - Safety Compliance Facility (adult-use)  □
   - Secured Transporter Facility (medical)  □
   - Secured Transporter Facility (adult-use)  □
   - Excess Grower  □
   - Marijuana Safety Compliance Facility (adult use)  □

Name of Applicant: Pure Green, LLC

2. Date and Time Application accepted by Orion Township:
   
   Date: 10/28/2020  Time: 12:00 PM

3. Initial Application shall include nonrefundable $5,000 application fee and $5,000 annual
   permit fee. ($10,000.00 total) The annual permit fee is refundable if permit is denied. The
   annual renewal fee will be in the amount set by resolution of the Township Board of
   Trustees in its schedule of fees.

   □ $5,000.00 Non-Refundable Initial Application Fee paid on: 10/28/2020
   □ $5,000.00 Annual Permit Fee paid on: ______________________

Optional Inspections –To be Completed by Orion Township Clerks Office

Building Department Inspection Date: ______________________ Signed by: ______________________
Police Department Inspection Date: ______________________ Signed by: ______________________
Fire Department Inspection Date: ______________________ Signed by: ______________________
A. & B. Facility Floor Plan
C. Lease Agreement
COMMERCIAL LEASE

This lease (the Lease), is entered into on November 1, 2020, between Premier Drive Tycoon I, LLC, with an address at 1615 S Telegraph Rd, Bloomfield Hills, MI (Landlord), and Pure Green, LLC, (Tenant) on the terms and conditions listed below.

1. Description of the Premises. Landlord owns the real property, improvements and any and all structures thereon located at 180 Premier Drive, Orion Township, MI 48359 ("Premises"), consisting of approx. 72,000 square feet. Tenant shall have the right to use the Premises to conduct its daily business operations and for any ancillary or related purposes including the operation of a marijuana business.

2. Basic Lease provisions. The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

(a) Term: 10 years (See §3)
(b) Commencement Date: November 1, 2020 (See §3)
(c) Termination date: October 31, 2030 (See §3)
(d) Options: 1 option to renew for additional 10 years (See §3)
(e) Monthly installment amount: $75,000 or $12.50; per square foot; (See §4)
(f) Security deposit: $75,000.00 (See §5)
(g) Use: Tenant's desired business operation (See §10)

3. Term. This Lease shall be for a term stated in section 2(a) commencing on the date stated in section 2(b) (the Commencement Date) and terminating on the date stated in section 2(c). The rent for the first month shall be prorated from date of occupancy, if the date of occupancy is after the first day of the month. Each succeeding lease year shall begin on the anniversary of the same date and continue until the termination of the Lease.

Provided that Tenant is not in default under this Lease at the end of the then current Lease term, Tenant shall have the right to renew the term of this Lease for the option period stated in section 2(d) by giving Landlord written notice of Tenant's intent to renew the Lease at least 120 days before the expiration of the then current term. The renewal shall be on the same terms and conditions as in this Lease, except that the minimum rent for each renewal term shall be increased by a percentage equal to the percentage increase in the Consumers Price Index (Bureau of Labor Statistics Washington, D.C., all Cities) (CPI) during the preceding term. The percentage increase shall be determined by comparing the latest available CPI before the Commencement Date of the Lease or the prior term, whichever shall apply, and the latest available CPI on or before the expiration of the immediately preceding initial or renewal lease term. The word “term” as used in this Lease shall include any renewal term.

4. Minimum rent. Tenant shall pay to Landlord as rent the sum stated in section 2(e), payable in monthly installments due in advance, on the first day of each month during the term of this Lease. All rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset.

If Tenant shall fail to pay any amount due from it to Landlord under this Lease when that amount shall be due, a one-time late charge of $50.00 shall be assessed and thereafter the amount of rent not paid shall be subject to a service charge until that amount is paid at the lesser of the rate of 5% per month or the highest rate permitted by law.

1
5. Security deposit. Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum stated in section 2(f) as a security deposit. The deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term of this Lease.

If Tenant fails to keep and perform any of its covenants of this Lease, Landlord at its option may appropriate and apply the entire deposit, or so much as may be necessary, to compensate Landlord for loss or damage sustained by Landlord due to Tenant’s breach. If the entire deposit or any portion is appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant, Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the security to the original sum deposited. Tenant’s failure to do so within 5 days after receipt of demand shall constitute a breach of this Lease.

6. Taxes. Tenant shall pay or cause to be paid all real property taxes and special assessments levied against the Building including the Premises. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the Premises.

7. Maintenance and repair. Tenant shall maintain and repair and keep the Premises in good condition and repair, including the exterior windows and the electrical system. Landlord shall, at tenants expense, make all other repairs and replacements to the Building, including those of a structural or capital nature. Landlord shall, at tenants expense, enter into an annual maintenance contract with a licensed heating and mechanical firm for the maintenance of the heating and air conditioning equipment during the term. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

Tenant shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition. Tenant shall be responsible for all repairs or replacements to the Building occasioned by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

8. Utilities. Tenant shall have all utilities servicing the Premises metered in its own name and shall pay all charges and deposits for the utilities provided to or used in the Premises during the term of this Lease. Tenant shall also pay 100% of the water and sewer bill. Landlord shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of Landlord.

9. Liability insurance. Tenant shall indemnify Landlord and save Landlord harmless from any liability or claim for damages that may be asserted against Landlord by reason of any accident or casualty occurring on or about the Premises. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of an amount as recommended by Landlord’s insurance agent that, for the initial coverage, shall be not less than $1 million for injury or death to any one person, $3 million for injury or death to more than one person, and $500,000 regarding damage to property. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of any material change in or renewal of the policy. All insurance policies shall name Landlord and any persons designated by Landlord as insured parties.

Any insurance maintained by either party pursuant to this section or under this Lease shall contain a
clause or endorsement under which the insurer waives all rights of subrogation against the other party, its agents or employees, regarding losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be at Tenant’s sole risk.

10. Use. Tenant shall use and occupy the Premises for the purpose stated in section 2(g) and for no other purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any State law, local ordinance, rule or regulation adopted or imposed by the City in which the Premises is situated. Tenant shall not deface or injure the Premises or the Building, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants in the Building, or permit any activity in the Premises that will result in an increase of any premium, or cancellation of a policy, for insurance on the Premises or the Building.

11. Construction of leasehold improvements. Landlord grants Tenant express consent to construct certain leasehold improvements as may be required for Tenant’s use. The cost of Tenant’s leasehold improvements shall be paid for by Tenant. The improvements shall be constructed in a good and workmanlike manner.

12. Operations. Tenant’s operations in conjunction with the Premises shall meet the requirements set forth below.

a. Tenant shall keep all garbage and refuse in the kind of container specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at Tenant’s cost. Tenant shall pay the cost of removal of any of Tenant’s refuse or rubbish.

b. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in any pipes and fixtures.

c. Tenant shall keep the outside areas immediately adjoining the Premises clean and free from dirt and rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in those areas. Tenant shall water and maintain any flowers, shrubs, and trees located immediately adjoining the Premises.

d. Tenant shall only store and/or stock in the Premises goods, wares, and merchandise that Tenant intends to offer for sale at retail.

e. Tenant shall conduct its business in the Premises in a dignified manner and in accordance with high standards of store operation.

13. Restrictions on Tenant’s activities. Without Landlord’s written consent, Tenant shall not engage in the activities listed below.

a. Tenant shall not operate all or any part of its business in the Premises in any manner that is inconsistent with its intended use of the Premises.

b. Tenant shall not conduct any auction, fire, going-out-of-business, or bankruptcy sales in the Premises.

c. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machines or similar devices for the sale of goods, wares, merchandise, food, beverages, or service,
including, without limitation, pay telephones, pay lockers, scale, and amusement devices without Landlord's prior written consent.

d. Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas of the Building, nor shall Tenant or its employees or agents distribute any handbills or other advertising matter in or on automobiles parked in the parking area or in other common areas without Landlord's prior written consent.

e. Tenant and its employees and agents shall not park any vehicle on the Building land except in areas that are designated by Landlord for that use.

14. Assignment and subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the prior written consent of Landlord. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease. Landlord's right to assign this Lease is and shall remain unqualified. On any transfer of Landlord's interest in the Premises in which the purchaser assumes all obligations under this Lease, Landlord shall be free of all obligations of Landlord under this Lease and shall not be subject to any liability resulting from any act or omission or event occurring after the conveyance. Tenant agrees to recognize the transferee as Landlord, and Tenant further agrees, at Landlord's request, to execute and deliver such documents and estoppel letters as Landlord may request to assist in that transfer.

15. Estoppel letter. On not less than 10 days' prior written notice from Landlord, Tenant shall sign and deliver to Landlord an estoppel letter that

a. certifies that this Lease is unmodified and in full force and effect (or, if modified, states the nature of the modification and certifies that this Lease, as so modified, is in full force and effect);

b. acknowledges that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying the default if any are claimed;

c. certifies the date to which all forms of rent have been paid; and

d. certifies the amount, if any, of the security deposit paid to Landlord.

Tenant's failure to deliver such an estoppel letter within the 10 days shall be conclusive on Tenant that

a. this Lease is in full force and effect, without modification except as may be represented by Landlord;

b. there are no uncured defaults in Landlord's performance;

c. not more than one month's rent has been paid in advance; and

d. no security deposit has been paid except as may be represented by Landlord.

16. Acceptance of Premises. The occupancy by Tenant of the Premises shall constitute an acknowledgment by Tenant that the Premises are then in the condition called for by this Lease.

17. Damage or destruction. If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable,
the same shall be repaired as promptly as possible with the insurance proceeds unless this Lease is
terminated. In the event of damage or destruction, if this Lease is not terminated, the rent shall be abated
proportionately to the loss of use suffered by Tenant.

If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other
casualty, and the cost of restoring the Premises to its condition prior to the damage shall equal or exceed
40 percent of its fair replacement value immediately prior to the damage, or if the Premises are damaged
by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by
giving Tenant written notice of its election to do so within 15 days after the date on which the damage
occurs. On the giving of notice, the Lease shall terminate as of the date on which damage occurred and
the rent shall be adjusted to that date. In default of notice by Landlord, this Lease shall continue and
Landlord shall cause the Premises to be repaired or restored with due diligence.

18. Condemnation. If the whole or any part of the Premises shall be taken by any public authority under
the power of eminent domain, the term of this Lease shall cease on that part to be taken from the day the
possession is acquired by the public authority and the rent shall be paid up to that date. If the portion of
the Premises taken substantially impairs the usefulness of the Premises for the purpose for which the
Premises were leased, Tenant shall have the right either to terminate this Lease or to continue in the
possession of the remainder of the Premises under the terms and conditions of this Lease except that the
rentals shall be reduced in proportion to the amount of the Premises taken, and in the latter event,
Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded
for the taking shall belong to and be the property of Landlord.

19. Alterations and signage. No improvements, alterations, additions, or physical changes shall be made
on the Premises by Tenant without the prior written consent of Landlord.

Tenant agrees that it will not place or maintain on any exterior door, wall, or window of the Premises any
signs, awning or canopy, or advertising matter, or other thing of any kind and will not place or maintain
any decoration, lettering, or advertising matter on the glass of any window or door of the Premises that is
not in conformity with all applicable governmental rules and regulations and the rules and regulations of
the Building as set forth by Landlord and further, without first obtaining Landlord’s prior written
approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising
matter, or other thing as may be approved in good condition and repair at all times. Tenant further
acknowledges that Landlord may, at its option, regulate the lettering size, style, and color of Tenant’s sign
so that all signs in the Building are of a like size, color, style of lettering, and like material. Tenant agrees
that it will conform its sign to that as regulated by Landlord for the general use in the Building, regardless
of how and in what manner Tenant normally designs its name for use in its sign and further regardless of
whether or not Tenant uses the form and style of its sign as a trademark.

All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of
Tenant shall be the property of Landlord and shall remain on and be surrendered with the Premises at the
termination of the Lease; provided, however, that Landlord may require that Tenant remove the
alterations and improvements and repair any damages to the Premises caused by the removal.

20. Remedies and default. If Tenant shall default in the payment of any sums to Landlord when due and
shall not cure such default within 7 days; or if Tenant shall default in the performance of any other
covenant or condition of the Lease and shall not cure such other default within 30 days after written
notice from Landlord specifying the default; or if Tenant or its agent shall falsify any report to be
furnished to Landlord pursuant to the terms of this Lease; or in case Tenant shall be adjudicated a
bankrupt or make any assignment for the benefit of creditors; then, in any such event, Landlord may
either (a) accelerate the full balance of the rental payable for the remainder of the term and sue for such sums or Landlord may terminate this Lease or (b) reenter the Premises, without terminating this Lease, and dispossess Tenant or any other occupant of the Premises and remove Tenant’s effects and relet the same for the account of Tenant for such rent and on such terms as shall be satisfactory to Landlord, crediting the proceeds, first to the costs and expense of reentry, alterations and additions, and the expense of reletting, and then to the unpaid rent and the other amounts due during the remainder of the term. Tenant shall remain liable to Landlord for any unpaid balance.

In case suit shall be brought for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

21. Access to Premises. Landlord shall have the right to enter on the Premises at all reasonable hours to inspect and for access to the Premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises.

22. Rules and regulations. Landlord reserves the right to adopt from time to time rules and regulations for the operation of the Building that are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all those rules and regulations. Any such rules shall not dictate the days or time of business operation.

23. Waiver. The failure of Landlord to insist on a strict performance of any of the terms, covenants, or conditions of this Lease or rules and regulations of the Building shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions or rules and regulations. This Lease may not be changed, modified, or discharged orally.

24. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth above or to such other address as either party may furnish in writing during the term of this Lease.

25. Quiet enjoyment. Landlord covenants and agrees with Tenant, its successors, and assigns that on Tenant’s paying the rent and observing and performing all the terms, covenants, and conditions on Tenant’s part to be performed and observed, Tenant may peaceably and quietly hold, have, occupy, possess, and enjoy the Premises for the full term of this Lease.

26. Subordination to mortgage. Any mortgage now or hereafter placed on the Premises shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall, at Landlord’s request, execute any additional documents necessary to indicate this subordination including, if requested, an estoppel letter as set forth in section 15. If Tenant fails to supply the estoppel letter, the provisions in section 15 to cover that failure shall apply. Notwithstanding the foregoing, Tenant’s possession of the Premises under this Lease shall not be disturbed by any mortgagee, owner, or holder of note secured by a mortgage placed on the Premises, unless Tenant shall breach any of the provisions of this Lease and the lease term of Tenant’s right to possession shall have been lawfully terminated in accordance with the provisions of this Lease.
27. **Building revisions by Landlord.** Landlord reserves the absolute right at any time and from time to time to make changes or revisions in the Building, including such changes to the parking lot, driveways, signs, and sidewalks, by making additions to, subtractions from, or rearrangements of the improvements in the Building, as long as the revisions do not materially affect Tenant's use of the Premises.

28. **Holding over.** If Tenant remains in possession of the Premises after the expiration or termination of the Lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to month-to-month tenancy, except that the rent shall increase to 2 times the rent owing at the end of the lease term. The month-to-month tenancy shall be cancelable by either party on 30 days' written notice to the other.

29. **Recording.** Tenant shall not record this Lease without the written consent of Landlord; however, on the request of either party the other party shall join in the execution of a memorandum or so-called “short form” of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall describe the parties, the Premises, and the term of this Lease and shall incorporate this Lease by reference.

30. **Captions and headings.** The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

31. **Applicable law.** This Lease shall be construed under the laws of the state of Michigan. Venue for any disputes under this agreement shall lie in Oakland, Michigan. If any provision of this Lease or the application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

32. **Successors.** This Lease and the covenants and conditions shall inure to the benefit of and be binding on Landlord, its successors, and assigns and shall be binding on Tenant and permitted assigns of Tenant.

33. **Effective date.** The parties have caused this agreement to be signed and shall be effective as of the day and year first above written.

*(signature page to follow)*
IN WITNESS WHEREOF, the parties have respectively signed and sealed this Lease as of the day and year first above written.

**LANDLORD**  
Premier Drive Tycoon I, LLC  
Signature:  
Name: Daryl Heller  
Title: Owner

**TENANT**  
Pure Green, LLC  
Signature: Stephen Goldner  
Name: Stephen Goldner  
Title: CEO
D. Zoning Survey
Church

Measure distance
Click on the map to add to your path
Total distance: 1,846.32 ft (562.76 m)
F. Operations Plan
PURE GREEN, LLC
Business & Operations Plan

PREAMBLE:
Pure Green, LLC ("Applicant") will strictly comply at all times with applicable state law and local ordinance codes, including rules and emergency rules that may, from time to time, be promulgated by the state or Orion Township. All business activities will take place indoors in a locked facility. Applicant has retained a law firm with established expertise in Michigan marijuana law to ensure continuing education and compliance with the laws as they evolve. The statements made in this application are made with a clear and thorough understanding of state and local requirements as they exist on the date of application, but the operations of Applicant will be amended to comply with all future derivations of the state and municipal laws.

I. OVERVIEW
Applicant is a Michigan limited liability company formed to operate twenty four (24) commercial marijuana GROWER (Class C) facilities whose primary mission is to provide a source of high-quality marijuana to processors and provisioning centers across the state of Michigan.

II. ADMINISTRATION
A. Location & Zoning
   i. Buffers
      a. The distances described are measured horizontally between the nearest property lines.
      b. The facility is not within 1,000 feet of any educational institution or school, college or university, church, house of worship or other religious facility, licensed child care, preschool, public library, or public or private park.

   ii. Applicant is leasing the property pursuant to the attached lease and the owner/lessor of the property authorizes the use of the property as a marijuana facility in the lease agreement, which is attached.

B. Organizational Structure
   i. Pure Green, LLC ("Company") is organized as a Michigan limited liability company and is in good standing.

   ii. The members, owners, directors, officers, and managers of the Company are:
       Stephen Goldner, Member-Manager
       4761 Tara Ct,
       West Bloomfield, MI 48323
There are no other named officers or employees of the Company at this time, and Applicant will supplement its application and notify the municipality if and when this changes.

iii. The members, owners, directors, officers, and managers of Applicant meet all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

a. No member, owner, director, officer, manager or any person having an ownership interest in the application has an interest in a secure transport facility license or a safety compliance facility license.

b. The Applicant meets all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

iv. The Applicant has never applied for been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked or not renewed.

C. Permits & Licenses

i. This Business and Operations Plan is submitted as an addendum to the applications for Ten Orion Township permits to operate a business and the Orion Township special use/site plan application.

ii. All operations in this Business and Operations Plan will comply with regulations issued by the Department of Licensing and Regulatory Affairs (LARA).

iii. Applicant intends to apply for, obtain, operate, and comply with a state license to operate a grower facility under the MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MRTMA and all applicable permits and licenses from Orion Township.

v. Upon granting of a permit to operate a grower facility, Applicant will prominently display the original Orion Township permit at the Permitted Premises in a location where it can be easily viewed by the public, law enforcement, and administrative authorities.

vi. At all times the facility will hold a valid local Permit and State Commercial Marihuana Facility License for a Grower.

vii. In addition to complying with the Orion Township Ordinance Authorizing and Permitting Commercial Marihuana Facilities, Applicant will comply with all Township Ordinances, including without limitation, the Township Zoning Ordinance, as well as the requirements of the County Road Commission, County
Building Inspector, County Drain Commissioner, District Health Department, Soil Erosion Officer, County Conservation Service, areas fire departments, Michigan Department of Natural Resources, Michigan Department of Environmental Quality, and any other applicable township, county, state and federal statutes.

viii. Applicant will have available, at all times, documentation that local and State sales tax requirements, including any requirement for a license, are satisfied.

ix. Applicant will provide updated operational and security plans to Orion Township upon request and prior to any proposed changes in its operations.

D. Inspections
   i. Applicant will provide access to the facility for inspection to any federal, state, or local law enforcement officer to ensure compliance with the permit.

   ii. Applicant consents to inspections as required in the MMFLA and pursuant to the Orion Township ordinance.

III. OPERATIONS
Applicant proposes ten (10) state-licenses in a single marihuana grower facility for the cultivation, drying, trimming, curing, and packaging of marihuana for sale to a processor or provisioning center pursuant to the requirements and restrictions of the Marihuana Facilities Licensing Act, PA 281 of 2016, and all future derivations thereof. This facility will be located in a secure industrial facility.

A. Compliance with State Regulations
Applicant will meet all operating regulations established by LARA and the Marihuana Licensing Board for Growers, including without limitation, any standards, procedures, and requirements for:

   i. quality control
   ii. chain of custody
   iii. marihuana storage
   iv. waste disposal
   v. labeling and packaging
   vi. storage of chemicals

B. Description of the Facility
Applicant's facility will be used exclusively for the cultivation, drying, trimming, curing, and packaging of legal usable marihuana for sale to processors or provisioning centers.

C. Entry to Facility
Generally, the public will not be allowed entry to the facility. Notwithstanding the forgoing, Applicant will not allow entry to the facility to anyone under the age of 18.
D. Employees
Applicant anticipates having between fifteen (15) and (65) full and part-time employees, as many as possible of whom will be local community residents. None of Applicant's employees will be registered primary caregivers during the employment with Applicant. Please reference the staffing plan for a detailed list of potential positions.

E. General Policies
i. Applicant will only sell or transfer marihuana to a processor or provisioning center.

ii. Applicant will only use secure transporters in the distribution or exchange of marihuana or currency with processors or provisioning centers.

iii. Applicant will not promote the unlawful use of marihuana or any other drug or provide or otherwise make marihuana available to any person who is not legally authorized to receive Marihuana under state law.

iv. No owner, the Applicant, or any employee of Applicant will grow marihuana in the Permitted Premises for his or her own use.

v. The following activities are prohibited on the Permitted Premises:
   a. the sale, consumption, or use of alcohol, or controlled substances;
   b. smoking or consumption of marihuana.

F. Cultivation Plan
i. Propagation
   a. Lighting
   b. Watering
   c. Nutrient Application
   d. Integrated Pesticide Management

ii. Harvesting and Trimming

iii. Drying and Curing

iv. Packaging

v. Distribution
   a. All marihuana products will be validated from a verified transport manifest, created from the statewide monitoring system. The manifest includes a detailed form with the number of packages and detailed content for confirmation/validation with secure transporters and purchasers of the shipment (processors or provisioning centers).
   b. Each transport shipment will be processed in the following manner:
      1. Entry of shipped inventory into the statewide monitoring system.
      2. Confirmation with Secure Transporter of valid and verified transport manifest, including product count, weight of each package or item
c. State certified scales will be used to verify and weigh all marihuana, in whatever form.

G. Inventory Management

i. Applicant will not control or have on the Permitted Property an amount of marihuana plants or usable marihuana that exceeds any amount permitted by the state License or the Township permit.

ii. Tracking and Monitoring

Applicant will use a third-party inventory control and tracking system to interface with the statewide monitoring system. The third-party inventory control and tracking system will have the capabilities necessary to comply with the requirements applicable to a grower licensee:

a. Track all marihuana plants and packages;
b. Track lot and batch information throughout the entire chain of custody;
c. Track transportation of product;
d. Track marihuana waste;
e. Track all marihuana product transfers;
f. Track sales and returns;
g. Track marihuana plant, batch, and product destruction;
h. Perform batch recall tracking;
i. Report and track loss, theft, or diversion of marihuana products;
j. Receive testing results electronically from a safety compliance facility;
k. Provide access to state agencies and law enforcement as required;
l. Report all inventory discrepancies.

iii. Applicant will enter all transactions, current inventory, and other information into the statewide monitoring system as required by the MMFLA, the Marihuana Tracking Act, and any associated regulations.

iv. Inventory reconciliation - At the end of each day, physical inventory counts will be reconciled with the third-party inventory control and tracking system.

v. Returns

H. Quality Control

i. Sampling (by Licensed Safety Compliance Facility)

ii. Batch Testing (by Licensed Safety Compliance Facility)

iii. Transport to Safety Compliance Facility (by Secured Transporter)

I. Signage and Advertising
i. Applicant has no proposed signage at this time, but will amend this plan accordingly and provide the township with its sign permit application if and when it does wish to propose signage.

ii. Applicant will not display pictures, photographs, drawings or other depictions of Marihuana or Marihuana Paraphernalia on the outside of the Permitted Premises, nor will such pictures, photographs, drawings, or other depictions of Marihuana or Marihuana Paraphernalia be visible outside of the Permitted Premises on the Permitted Property.

iii. The words "Marihuana," "or" "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana will not appear on the outside of the Permitted Premises, nor will "Marihuana," "or" "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana be visible outside of the Permitted Premises on the Permitted Property.

J. Visibility of activities
i. All activities of the facility, including without limitation, the cultivation, harvesting, trimming, drying, curing and packaging of Marihuana, and all other related activity permitted under Applicant’s License or Permit will occur indoors.

ii. No marihuana or paraphernalia shall be displayed or kept in the facility so as to be visible from outside the Permitted Premises.

K. Security
i. Plan
Applicant will maintain, at all times, a centrally-monitored security and alarm system on the premises that meets or exceeds state regulatory requirement.
Applicant will maintain policies and procedures to include:

a. Regular drills of the security protocols and emergency plans;
b. Controlled and restricted access to the Permitted Property and Permitted Premises to employees, agents, and owners of Applicant, and law enforcement or state or local authorities as necessary to ensure Applicant’s compliance with state and local laws.
c. Internal and external cameras with 24-hour monitoring and off-site recording;
d. Installed panic buttons
e. Limitations on the amount of currency and marihuana stored onsite;
f. Cooperation and coordination with local law enforcement;
g. Permitted premises will only be able to be accessed through a combination of security locks and access codes; and
h. The ability to remain operational during a power outage with battery back-up.

ii. Security Surveillance Cameras
Security surveillance cameras will be installed to monitor all entrances, along with the interior and exterior of the premises, which will capture all areas of the property unless otherwise prohibited by law, including unobstructed video surveillance of all enclosed areas, unless prohibited by law, including all points of entry and exit that shall be appropriate for the normal lighting conditions of the area under surveillance.

iii. Security Recordings and Documentation
   a. All security recordings and documentation will be preserved for at least 30 days and made available upon request by any law enforcement.

iv. Robbery and Burglary Alarm System
   Applicant will employ an alarm system that meets state requirements and obtains state approval. Specifically,
   a. Applicant will employ a centrally alarmed and monitored security system that will be monitored 24 hours a day, 7 days a week for the Permitted Premises pursuant to the attached service agreement.
   b. There will be a perimeter alarm on all entry points and perimeter windows of the Permitted Premises
   c. A failure notification system will provide an audible, text, or visual notification of any failure in the surveillance system. A panic button and alarm will directly notify the local law enforcement agency having primary jurisdiction.

v. Storage of Marihuana and Currency
   a. Applicant will store usable marihuana that is not otherwise in the process of being dried, trimmed, cured, packaged, or distributed including packaged and un-packaged usable marihuana, and currency in a secured locked safe that is permanently affixed to the premises.

L. Ventilation Plan/Air Filtration System
   i. Applicant’s facility operation and design will provide sufficient measures and means to minimize any impact to adjacent uses, including the control of odor by maintaining and operating an air filtration system so that no odor is detectable outside the Permitted Premises.

   ii. Applicant’s equipment and methods to control odor include a comprehensive air filtration system, consisting of
       a. Activated Carbon Filters.
       b. Heavy Duty Ventilation Fans.

   iv. Details and specifications of the equipment used for Applicant’s ventilation and air filtration plan are attached.
v. The total enclosed space in which harvested marihuana will be stored amounts to approximately 300 sq. feet. Applicant will use an advanced filtration system rated appropriately for the area.

vi. The air filtration system will be maintained in working order at all times and will be in use at all times. Filters will be changed a minimum of once every 365 days.

vii. In addition to the use of an air filtration system, Applicant will mitigate odors by keeping doors and windows closed at all times, except the minimum amount of time needed to allow ingress and egress to the building.

M. Toxic/Flammable/Hazardous Materials

i. Applicant’s use of toxic, flammable, or other harmful, hazardous, or combustible materials will be limited to plant nutrients and pesticides and cleaning products. The facility may use the following nutrients and pesticides:

   a. CocoTech Bloom A
   b. CocoTech Grow A
   c. CocoTech Premier Nutrient
   d. FloraBloom Nutrient System
   e. FloraGrow Nutrient System
   f. Golden Tree Plant Food.
   g. Nutra Green 5-10-5 plus Micronutrients Foliar Spray
   h. Diatomaceous Earth
   i. Neem Oil
   j. PyGanic Pro Pyrithrin 5% MGK Miticide

ii. The facility may use the following commercial cleaning products, along with the following household products: materials regulated by government agencies:

   a. Ultra Dawn Lemon Dish Soap
   b. Nature’s Source Toilet Bowl Cleaner
   c. Fantastik Antibacterial Heavy Duty All Purpose Cleaner
   d. Windex Original Glass Cleaner
   e. Novo Foaming Instant Hand Sanitizer
   f. QuickSan Food Contact and Surface Sanitizer

iii. The materials will be stored in secured and ventilated cabinets. All combustible or reactive materials will be stored separately.

iv. Materials will be handled, stored, and disposed according to specifications in each Material Safety Data Sheet.

v. Material Safety Data Sheets are attached. (Exhibit "4").
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA and applicable local ordinance guidelines to prevent the waste marihuana from being possessed or ingested by any person and animal.

i. Applicant’s current, preliminary waste disposal plan consists of shredding and grinding damaged and unusable plants, roots, seeds, stalks and harvested marihuana and mixing it with one of several lawful over-the-counter products, such as sawdust or cat litter to render it unusable, unrecognizable, and unpalatable, and then discarding in secured bags as part of its solid waste disposal.

ii. The State of Michigan’s Marihuana Licensing Board may require or suggest as a part of its regulations, expected sometime in November, one or more alternative waste disposal options including, but not limited to, waste disposal through the secured transporter system, waste mitigation through THC extraction methods (rendering the marihuana waste product inert) or some other method. Applicant warrants that it will comply with all state and local requirements as to waste disposal, but further commits to its current preliminary plan to render all marihuana waste unrecognizable, unusable and inaccessible regardless of state or local requirements.

IV. COMMUNITY RESPONSIBILITY AND CONCLUSION
Although marihuana has been used as a medicine across the globe for hundreds of years, its commercial production and sale is new to us, this state, and your community. We appreciate the opportunity to show Orion Township that Marihuana can be safe and accessible to a community while providing jobs and local economic growth. We look forward to being productive and responsible community partners, and will work with the Township toward that goal.
G. Township Permits & Compliance
Charter Township of Orion
2325 Jostyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTIONS
AND VIEW RESULTS
ONLINE
http://AccessMyGov.com


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Work Description: Building B
Heat < 250,000 BTU (5), Heat > 251 (26), Ducts (3), A/C (3), each additional ton (286), unit heater (25) and registration

Stipulations:
Estimated Cost: $0.00

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Fee Total: 6,875.00

Inspector:
BRIAN CLAYCOMB
(248) 830 9005
mechinspector@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion
2525 Jolyn Rd Lake Orion, MI 48360 PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE
http://AccessMyGov.com

PB20-047

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Work Description: Interior build out of existing "Building B" shell for operation as a grow and cultivation facility

Stipulations:
Estimated Cost: $6000000.00

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
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<tbody>
<tr>
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<td>PERMIT FEE</td>
<td>6,000,000.00</td>
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Fee Total: $0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion  
2525 Jostyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

BUILDING DEPARTMENT

SCHEDULE INSPECTIONS
AND VIEW RESULTS
ONLINE
http://AccessMyGov.com

Type of Construction:  
Occupancy Group:  
Edition of Code: 2018 NEC

<table>
<thead>
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<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
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</table>
| 180 PREMIER DR  
O-09-35-477-001  
Plat/Sub:  
Zoning: IV | Joshua Holdsworth  
1185 N Perry  
Pontiac MI 48340 | PREMIER DRIVE LLC  
919 N MARKET ST STE 950  
WILMINGTON DE 19801-386 |

Work Description: Wiring grow facility

Stipulations:
Estimated Cost: $0.00

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Fee Total: 0.00

Inspector:
BILL HYDER
(248) 866 3373
elecinspectort@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

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NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion
2525 Joslyn Rd  Lake Orion, MI 48360  PH 248 391.0304 Ext 6000

BUILDING DEPARTMENT

FIRE SUPPRESSION

PFS20-021

SCHEDULE INSPECTION
Please call the Fire Department
248-978-5143

Type of Construction: ____________________ Occupancy Group: ____________________ Edition of Code: ____________________

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
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<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD BARRY</td>
<td>PREMIER DRIVE LLC</td>
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<tr>
<td>O-09-35-477-001</td>
<td>1111 Oakley Park RD STE 201</td>
<td>919 N MARKET ST STE 930</td>
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<tr>
<td>Plat/Sub:</td>
<td>Walled Lake MI 48390</td>
<td>WILMINGTON DE 1901-3036</td>
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<tr>
<td>Zoning: IV</td>
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</table>

Work Description: Building B Fire Suppression
Please contact Jeff Williams to schedule your inspection

Stipulations:
Estimated Cost: $0 00

Inspector:
Jeffrey Williams
jwilliams@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work was commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

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NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion
2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE
http://AccessMyGov.com

Type of Construction:  Plumbing
Edition of Code:  2015 MPC

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<tr>
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<tr>
<td>180 PREMIER DR</td>
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<td>O-09-35-477-001</td>
<td>631 OAKLAND AVENUE</td>
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</table>

Work Description:  Underground plumbing for grow rooms and sanitary lines for new bathroom group, hot and cold city water.

Bed stipulations:
Estimated Cost:  $0.00

<table>
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<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
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<td>HUMIDIFIER</td>
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<td>SHOWER TRAP</td>
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Fee Total:  0.00

Inspector:
TOM KATICH
(248) 343 2012
plmbinspector@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire and become null and void if the work is not started within 110 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.
H. Litter & Waste Removal Plan
Litter & Waste Removal Plan

All biological waste product will be rendered unrecognizable by grinding it in an industrial grinder and combining it with other non-consumable solid waste, including the media in which we cultivate plants, Rockwool. The inclusion of inert material renders the combined solid waste unusable. All waste will be stored in a locked dumpster that is emptied at minimum once per week.

The company intends to employ particulate filtration in areas where waste is stored and processed, which minimizes potential exposure and impact to the outside environment. The facility, which is designed around large water chillers, is designed to circulate air rather than ventilating it. This process helps to avoid excess exposure of odors to the surrounding community.
I. Noise, Dust, Vibrations, Glare & Fumes Plan
Noise, Dust, Vibrations, Glare, Fumes or Odors Plan

Excessive Noise, Dust, Vibrations, Glare and Marijuana odors emanating from our facilities are a valid concern for the community and our neighbors. This plan details the measures deployed to ensure that minimal noise, dust, vibration, glare, fume or offensive odor is emitted from the facility, the response if it occurs, and that the measures remain effective over time.

This plan is our commitment to the Orion Township that we will be in compliance with regulations of the city and the administrative rules and that we will not operate in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property.

We will not emit noxious dust, odors, gases or fumes to surrounding areas.

We will mitigate dust and noxious odors by engaging in the following activities:

1. Adequate design measures to seal the building;
2. Utilizing a heating, ventilation, and cooling (HVAC) System designed to move an appropriate amount of air (cfm) throughout the facility to disperse odors;
3. Using industry leading MERV-13 HEPA filters in addition to FILTR, Blue Zone & Puradigm units in each room throughout the facility.

I. DESIGN MEASURES TO SEAL THE BUILDING

We intend to renovate our building in a manner that focuses on effectively sealing all interior rooms and exterior access points. Each room is enclosed in 12" interlocking insulated panels which are designed to form an airtight seal. For additional protection, butyl caulk is applied at each joint to accommodate any flaws in the panels.

Caulk is also applied to seal any openings into the panels, including plug outlets, doorways, sprinklers, and anything else that could allow air flow. Our doors are fiberglass, weather stripped and employ a drop seal to press additional weather stripping against the floor when closed to maximize the seal all the way around.

II. MERV-13 HEPA FILTRATION SYSTEM

The purification of air throughout our facility is a top priority for both the health of the plants and the environment we subject our employees and the local community to. In an effort to target and reduce contamination, mold, bacteria, odor, dust, and fumes, we employ a variety of filtration systems in all rooms where marijuana plants are grown.

Each room will utilize clean room grade HEPA filtration units filtering down to 0.01 um and providing up to 5 complete air changes per hour. These units also utilize a carbon filter which focuses directly on the removal of smells and volatile organic compounds.

In addition to the HEPA filters, each room will have Puradigm units to help reduce airborne and surface contaminants, and Agrify Bluezone UV filtration units, known to destroy 99.9%+ of both bacteria and mold. Both of these systems aid in odor elimination and containment.
As filters age, they become clogged with impurities, and ultimately less effective. As such, we will develop a maintenance schedule to inspect the filtration units regularly and to replace them per the manufacturer’s recommendation or at an expedited pace based on their usage in these environments.

III. VIBRATION MITIGATION

Exterior mounted cooling equipment is mounted on isolation pads to dramatically reduce vibrations that would otherwise be created by such large equipment.

IV. EVALUATING THE EFFECTIVENESS OF NOISE, DUST, VIBRATIONS, ODOR & FUME CONTROL MEASURES

Key site leadership roles will be trained to assess the production and escape of odors, dust, fumes and glare from the facility. We also anticipate a strong and friendly relationship with the local communities and will welcome feedback about any exhaust from the building. Should these assessments or the community ever determine that our levels are beyond acceptable, we will re-evaluate this plan and engage professionals to further refine our practices and properly mitigate the problem.
J. Spent Water & Soil Safety Plan
Spent Water & Soil Safety Plan

Wastewater Treatment Plan:
Wastewater generated during the cultivation of marijuana or marijuana products shall be disposed of in compliance with all applicable state and local laws and regulations. Despite the amount of water used in the cultivation process, there is very little water waste. The majority of water is used by the plants or evaporated out of the collection dishes upon which the plants sit. Any water that is used to rinse the plants or clean the facility or for any other purpose shall be rendered clean through both reverse osmosis and UV light after standard filtration methods, and either reused by the facility or discharged through a monitoring manhole where it can be monitored to comply with all local ordinances.

The Cultivation Facility will include an Ecowater RO purification system. Ecowater Purification Systems are the leading water filtration manufacturer in the industry, helping cultivators diagnose and solve every water problem imaginable. Ecowater designs systems to treat any water source including city water, well water, nutrient runoff water, wastewater, and condensate runoff.

Soil Safety Plan
The cultivation facility will not use soil – instead, all media for the purposes of growing plants will be rockwool, a lightweight hydroponic substrate made from spinning molten basaltic rock into fine fibers which are then formed in a range of cubes. This product will be disposed of through the grinder and mixed with biological waste in a locked dumpster.
K. Security Plan
SECURITY PLAN

Pure Green is committed to being a leader in Michigan’s cannabis industry and a trusted resource for the communities, consumers and clients we service. Essential to fulfilling this commitment is our ability to effectively protect our product from criminal repurposing throughout the facilities.

This Security, Surveillance and Diversion Prevention Plan details the physical and electronic security measures we employ to deter, detect, and inhibit the theft, diversion, and loss of Marijuana, and to prevent unauthorized conduct with respect to the storage and dispensing of Marijuana.

We have extensively researched and designed our Grow Facility to maximize security. The facility shall be built with enhanced security and stringent safety features to eliminate any potential for diversion. Our facility will be equipped with numerous motion sensors and exterior intrusion sensors that will be linked to local law enforcement. To prevent unauthorized entry and stop diversion, theft, or loss of marijuana, every square inch of the facility shall be continually monitored by high definition security cameras and commercial-grade equipment. Security systems will be positioned so they closely monitor activities at strategic risk points and watch for any strange behavior or movement. Marijuana shall not be visible to any person from the exterior of the Grow Facility.

We will create a culture of responsibility, accountability, and strict security surrounding all aspects of the facility. The stringent operating procedures outlined below demonstrate a commitment to employee and public safety above all other operating values. From receipt to sale, we are committed to preventing diversion by implementing a comprehensive security strategy. Employees will be extensively trained to understand that security is a primary obligation for everyone at our facility.

We will have comprehensive security policies and procedures for the Grow Facility, which address measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the facility. Employees will receive on-going training regarding our security protocol and the Site Manager shall ensure all employees follow policies and procedures regarding the security of the facility. The Site Manager shall implement and maintain employee training policies and procedures for security training. All employees shall aid in the security of the Grow Facility through prevention, awareness, reporting, and responsible incident management. All employees shall be required to immediately report security breaches and incidents of non-compliance to their supervisor, and in case of sudden emergency, immediately to law enforcement by either striking a panic button or calling law enforcement directly.

We will make our facility available and open to inspection, at all times, for law enforcement, representatives of the Department and law enforcement, when necessary to perform their duties.

PHYSICAL SECURITY

The facility shall be designed to maximize security and stop the potential for diversion. Access to the secure facility shall include safety and security mechanisms that prevent unauthorized entry. All doors will be burglary-resistant material, with commercial-grade, non-residential locks. Additionally, exterior doors, as well as limited access area entries, will be automatic locking and equipped with electric strike and keycard access hardware. All doors are setup to fail secure, which means in the event of a power failure, the doors will remain locked and only be accessible via a master key.
The Grow Facility’s main entrance vestibule shall include a mantrap to control passage from the public access area to the limited access area. We will strive to install Underwriter’s Lab (UL) approved locks and lock cylinders, which are rated as burglary resistant. We will also install local alarms on all fire exits and other perimeter doors not authorized for employee or visitor use. Our alarm system will be monitored after business hours with live monitoring through a licensed security monitoring company. If there are ever any after-hours issues, the live monitoring system will be linked directly to law enforcement and the Site Director, among other key personnel.

We shall ensure that trees, bushes, and other foliage outside of the premises do not allow people to conceal themselves from sight. The surveillance system’s cameras shall be capable of certain identification of persons (including facial features), license plates, vehicles, the immediate surrounding areas, and any activities occurring within any area of the premises, and the parking area, and within twenty feet (20) of all entry and exit points of the premises. Cameras will cover every square inch of the facility.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.

**LIGHTING**

Exterior lights at all points of entry and exit shall remain constantly illuminated to allow for recording. Lighting on the outside perimeter shall allow cameras the ability to record any suspicious activity. Timed-delay switches shall be used to turn off non-essential interior lights, which shall not remain lit after employees have left the facility. Motion detecting lights shall be installed in areas that are entered and exited infrequently. The exterior of the facility shall be lit by commercial LED light fixtures sufficient to facilitate twenty-four-hour surveillance. Exterior lights in the parking area will remain on from dusk until dawn.

**SECURITY EQUIPMENT**

Our security equipment shall be designed, installed, and maintained to deter and prevent unauthorized entrance and theft of marijuana products at the facility. Security equipment shall be installed by a commercial, licensed service provider. All equipment shall be compliant with Department rules and all state and local laws, regulations, ordinances, and other requirements.

**ENTRY AND EXIT ELECTRONIC EQUIPMENT AND PLACEMENT**

Our entry and exit electronic access equipment will consist of the following:

- Electric strike locks on all doors in the Grow Facility with the ability to override access control for emergency exit even during a power outage.
- RFID proximity card access control devices for all interior doors and all exterior entrances and exits into the Grow Facility.
- Access control system that allows for programming or uploading individual user permissions and allowed entry times, as well as operations-specific information including employee photos.
- A backup power supply system that immediately provides power for at least twenty-four (24) hours in the event of a power outage.
- Main system operating equipment will be kept in the security room, a limited access area.
• Access control system that monitors and records:
  o Identification of employees or visitors entering and exiting.
  o Date and time of entry and exit.
  o Length of time in specific area.
  o Any unauthorized attempts for access.

ALARM SYSTEM

We shall have a professionally monitored security alarm system installed at our facility. Monitoring of the alarm system shall be twenty-four (24) hours a day, seven (7) days a week. We shall notify the Department of any intent to change our security alarm service provider. Upon request, we will make available to the Department all information related to the alarm system, monitoring, and alarm activity. The alarm system shall consist of the following:

• Appropriate equipment necessary to monitor activity inside and outside the Grow Facility, including:
  o All entrances and exits.
  o Roof hatches.
  o Rooms with exterior windows.
  o Rooms with exterior walls.
  o Rooms containing marijuana.
  o Rooms containing safes or vaults.
• A backup power supply system that immediately provides power in the event of a power outage.
• Main system operating equipment is kept in the Main Office Surveillance/IT Room, a limited access area.
• All telephone junction boxes or rooms where alarm telephone circuits terminate are locked, tamper-protected, and all labels or tags identifying these alarm circuits have been removed.

ALARM SYSTEM COMMUNICATION

The alarm system shall include an electronic or mechanical system that, upon activation, is programmed to send a prerecorded voice message, via telephone, radio frequency, or other communication system, to appropriate law enforcement authorities or other emergency services. In addition, the alarm system shall be equipped with a failure notification system that notifies the alarm monitoring service provider of the system failure via audio, text, visual, or audiovisual message, within a maximum of five (5) minutes of such failure.

ALARM SYSTEM TESTING

We shall bi-annually conduct an onsite inspection and test of the entire alarm system to determine needed repairs and adjustments.

ALARM SYSTEM RECORDS

We shall keep and maintain alarm system records and will make available to the Department all
information related to the alarm system, monitoring, and alarm activity. These records shall include the following:

- The name of the alarm installation and monitoring service provider.
- Copies of service contracts.
- A map of the Grow Facility showing the location and operation of each alarm system component including alarm telephone circuits.
- A list of authorized users.
- Manufacturers' instructions for operating and maintaining the equipment.
- Testing and maintenance logs.
- Reports of any incidents triggering an alarm.
- Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

SURVEILLANCE SYSTEM

We shall have a fully operational electronic surveillance system installed at our facility. We shall notify the Department of the intent to make any changes to the surveillance system. Upon request, we will make available to the Department all information related to the electronic surveillance system installed at our facility. The surveillance system shall consist of the following:

- Appropriate equipment necessary to video record activity inside and outside the Grow Facility, including:
  - All entrances and exits into and out of the Grow Facility.
  - Roof hatches or skylights.
  - Rooms with exterior windows.
  - Rooms with exterior walls.
  - Rooms containing safes or vaults.
  - All entrances and exits of security rooms and limited access areas.
- Appropriate equipment to record keycard entry and exit activity of all our employees and visitors.
- A backup power supply system that immediately provides power in the event of a power outage.
- A dedicated safe or vault to store all entry/exit records and video recordings in the Office Surveillance/IT Room, in a limited access area.
- Main system operating equipment is kept in the main office Surveillance/IT Room.

VIDEO SURVEILLANCE EQUIPMENT

Our video surveillance equipment will consist of the following:

- Network video recorders with a record rate of a minimum of thirty (30) frames per second.
- Cameras with a minimum resolution of 1920 x 1080 pixels.
• Cameras with infrared capabilities to capture images in low or no lighting conditions.
• Cameras with capabilities to identify activity occurring within twenty feet (20') from all points of entry and exits into and out of the exterior of the Grow Facility.
• Video monitors.
• Digital archiving device.
• Capabilities to produce a color still photograph from any camera image, live, or recorded.
• Capabilities to accurately display the time and date on recorded images or video
• Color printer that can immediately produce a clear, color still photo, either live or recorded, with a resolution of 9600 dpi and the image quality is relative to the camera being used to capture the image.

CAMERA COVERAGE PLACEMENT

We will install at least One Hundred (100) security cameras. The security cameras will be permanently mounted and in a fixed location. Each camera at the Grow Facility shall be placed in a location that allows the camera to clearly record activity occurring within twenty feet (20') of all points of entry and exit on the Grow Facility. The cameras will cover every square inch of the facility. The cameras shall allow for the clear and certain identification of any person, including facial features, and activities, including sales or transfers, in all areas of the Grow Facility. The security cameras shall monitor and record all areas of the Grow Facility including:

• All areas where marijuana or products are present, including activities related to:
  o Weighing, packaging, and labeling.
  o Storing, preparing for sale, loading/unloading, or moved within the Grow Facility.
  o Waste Disposal
• Limited-access areas and security rooms, including transfers between rooms and areas.
• Areas storing a surveillance system storage device with at least one (1) camera recording the access points to the secured surveillance recording area.
• All entrances and exits into and out of the exterior of the Grow Facility, recording both indoor and outdoor vantage points.
• Outdoor trash receptacles.
• Roof hatches or skylights.
• Rooms with exterior windows.
• Rooms containing safes or vaults.
• All areas where cash is counted, transferred, or stored.
• All areas where records are stored.

Cameras shall not be installed in bathrooms or any other area where a legitimate expectation of privacy exists. Camera placement shall ensure:

• Visibility of activities is not obstructed by lighting equipment covers, fixtures, or other equipment.
• A clear and certain identification of all individuals and activity at the Grow Facility.
• Identification of activity occurring within twenty feet (20') from all points of entry and exit into and out of the exterior of the Grow Facility.

SURVEILLANCE FAILURE NOTIFICATION

The surveillance system shall include a failure notification system that alerts the Site Director and other key site personnel of any interruption in surveillance and/or the complete failure of the monitoring system. The notification shall be within a maximum of five (5) minutes of such failure via audio, text, visual, or audiovisual message. Additionally, an alarm shall signal the Security Officer on duty whenever an unauthorized entry is attempted.

SURVEILLANCE TESTING

We shall ensure that the surveillance system is properly maintained for playback quality so that images can be seen and the identity of all individuals and activity in surveillance areas are captured. We will schedule and oversee all required maintenance of security equipment in accordance with manufacturer recommendations. Any equipment failure identified shall be corrected as soon as possible. All security equipment shall be in good working order and shall be inspected and tested at regular intervals.

INFORMATION TECHNOLOGY SECURITY

We shall ensure the security of our hardware, software, data, and communications networks, including the following information technology (IT) maintenance:

• Software registration.
• Security patches.
• Malicious software prevention.
• Account management.
• Security status and network access monitoring.
• Disposal and redeployment.
• Employee IT security training.
• Vulnerability assessments.

Access to protected information shall be restricted to essential employees only. Access may be granted to authorized representatives of the Department and other government officials if necessary to perform their official duties. Examples of protected information include:

• Security and cash management procedures.
• Asset and inventory lists.
• Network data.
• Floor plans of critical areas.
• Password and code records.
• Customer records.
• Employee records.

PRODUCT SAFETY AND SECURITY

We shall develop and implement procedures that ensure product safety and security and are compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures shall include measures that:

• Minimize the risk of diversion or theft of marijuana.
• Minimize the risk of contamination from incoming materials.
• Ensure proper storage conditions that maintain the quality and purity of our marijuana products.

MATERIAL RECEIVING

All deliveries shall be verified at the front entrance to the facility before allowed access to the loading areas. All materials received will be documented. No material may be received unless its shipping documentation matches the corresponding purchase order or separate approval is given by the Site Manager. Employees shall notify the Site Manager of any shipment discrepancy immediately and shipment may not be accepted without the Site Manager’s approval.

PRODUCT STORAGE SECURITY

Storage areas shall be designed to provide adequate lighting, ventilation, temperature, humidity, space, and equipment. All storage areas shall be maintained in a clean and orderly condition, free from infestation of pests, and in accordance with our security measures and Security Plan. The Grow Facility Manager shall ensure secure containers containing marijuana products remain dry, well ventilated, have temperature-control features to avoid extreme temperature fluctuations and appropriate odor-control features. These proper storage environments ensure product storage does not lead to product contamination or loss of quality.

The storage areas containing marijuana products shall be designed for security and ease of maintenance. We shall establish product storage and security policies and procedures compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Under no circumstances may any product be transferred without following our policies and procedures and all the rules set forth by the
Department and all applicable state and local laws, regulations, ordinances, and other requirements. Storage policies and procedures shall include:

- All equipment and any areas used for the processing or storage of marijuana shall be securely locked unless in use.
- All areas used for the storage of marijuana shall be on a time lock and only accessible during regular business hours.
- Inventory shall be reviewed and documented at the beginning and close of each day.
- All areas where marijuana product is stored will be monitored by the surveillance system.

DIVERSION PREVENTION

Investigation of possible diversion and developing policies to prevent it will be conducted by a team of our senior officials, including our CEO, COO, and Director of Compliance. Collectively, they will be known as the Diversion Prevention Team or DPT. The team will have multiple responsibilities including:

- Investigating allegations of diversion
- Developing policies and procedures to prevent diversion
- Managing performance improvement measures
- Providing overall direction for the program.
- Reporting confirmed cases of diversion to law enforcement

The DPT will also integrate information from external sources and environmental factors to improve safety and security at facilities. External sources and environmental factors may include news reports, trade and patient associations, law enforcement bulletins, et cetera. Standard operating procedures shall be updated to incorporate new sources of information and prevent diversion.

WORKING WITH LAW ENFORCEMENT

We deeply value and respect the work of local law enforcement. Police officers are on the front lines protecting our safety. Therefore, our Company, through the DPT, will form a partnership with law enforcement. This partnership will be rooted in a shared responsibility for the safety of the community. Upon request, law enforcement will have access to employee records and Grow Facility operations. Company will also engage with first responders like EMS and fire to establish emergency response protocols. This will create a close working relationship and enhance our ability to provide a secure and positive experience for our employees and the community.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.
EMPLOYEE TRAINING

We know that having a trained and educated workforce is paramount to having an effective diversion strategy. Therefore, a considerable amount of time, resources, and energy will be devoted to ongoing diversion prevention training. The training curriculum will be conducted by the DPT. At a minimum, the training curriculum shall include:

- Compliance regulations for grow facilities.
- State laws and agency rules regulating the use of marijuana.
- Strategies for preventing diversion.
- Criminal and civil consequences for diverting product.
- Security and safety standard operating procedures.
- Chain of command for reporting diversion.
- Incident management.
- Daily operating procedures.

Diversion prevention trainings are mandatory for every new employee. Additionally, each employee shall be required to participate in quarterly continuing education trainings on diversion. Training materials will be outcome driven. Employees will be given real world examples of diversion and taught the appropriate response. Teaching the material through the learning principles of problem solving, discussion, and feedback will empower and increase understanding and retention of the training. This process of integrating knowledge will develop a culture of shared values, perspectives, and become the way of daily conduct and purpose at the Grow Facility.

Employees will have access to diversion prevention training materials at all times. There will be no excuse and zero tolerance for not knowing the proper policies and procedures. Well-maintained employee training records displaying documented training dates and subject matter will preserve and increase compliance, continuity and understanding of all guidelines, security procedures, safety, and incident response. Employee training records will become a written testament of the detailed information and accountability of security education.

INVESTIGATION OF DIVERSION

Due to intense and robust security operations, we do not anticipate diversion at our facility. However, it is important to be prepared for any scenario. We have developed an enhanced investigation procedure for any allegations or reports of potential diversion. Any allegation or report will be fully and immediately investigated by the DPT with established processes and timeframes.

Security policies developed by our Company outline that the first step of investigation is to preserve all possible evidence. Evidence needs to be persevered for the investigation and may be used in future disciplinary matters. The second step of investigation shall be to review all camera footage and other relevant information technology. Each marijuana product is tracked from seed to sale. Therefore, if diversion occurred, it will likely appear in an audit of the tracking software. The third step of investigation will be to interview the employee who engaged or
allegedly engaged in diversion. This step can only be executed if enough evidence is gathered to narrow down the suspect. The goal of the interview is to get the subject to confess how they diverted product to prevent future incidents from occurring. The fourth step of investigation will be to report the confirmed incident of diversion and suspect to law enforcement and the Department. The Site Manager shall be the point of contact for all law enforcement inquiries and will turn over all relevant evidence to law enforcement and the Department. The final step of investigation is to develop policies and procedures to prevent the incident from happening again. Once new policies have been developed by the DPT, an all staff training shall be given. The training will be a top down review of all security policies including any updated procedures.

INCIDENT RESPONSE

We shall establish incident response procedures addressing any incident that may occur, including natural disaster, unauthorized access, theft, or IT security breach. Procedures shall be in accordance with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures for general emergency and incident management, containment, and corrective measures shall be thoroughly detailed. The Director of Compliance shall ensure the appropriate response procedures are followed. All employees shall receive incident response training annually. The Site Manager shall determine the category and severity of the incident and determine the next best course of action. All discussions, decisions, and activities shall be documented.

We shall immediately notify appropriate law enforcement authorities and the Department immediately after the discovery of a reportable incident as defined by state and local laws, regulations, ordinances, and other requirements. Examples of an incident may include, but are not limited to:

- Theft or physical loss of marijuana or confidential records.
- Breach of our network servers.
- Robbery or unauthorized entry in the Grow Facility.
- Threats of violence to the Grow Facility, employees, or visitors.
- Bomb threats.
- Any criminal activity.
- Civil disturbances.
- Hazardous spills.
- Infectious disease epidemic.
- Serious accidents.
- Fires.
- Earthquakes.
- Floods.
- Windstorms or tornadoes.
INCIDENT REPORTING

Anyone with knowledge or a reasonable suspicion of an incident is instructed to make an immediate report to the Grow Facility Manager or the Site Manager. The person reporting the incident shall complete the Incident Log.

- Date and time of occurrence or suspected occurrence.
- Names and contact information of parties involved and any witnesses.
- Description of incident.
- Completed Suspect Description Forms, if applicable.
- Any evidence supportive of the event (unless law enforcement is required on scene or en route).

We shall notify appropriate law enforcement authorities and the Department immediately after discovering the following:

- Discrepancies identified during inventory; diversion, theft, or loss of marijuana; or any criminal action involving an employee.
- Theft, robbery, or burglary; sale to minors; diversion of marijuana or marijuana products; or any other crime related to marijuana.
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person.
- Unauthorized destruction of marijuana.
- Any loss or unauthorized alteration of records.
- An alarm activation or other event that requires a response by public safety personnel.
- Integrity of the inventory management system compromised.
- An IT security breach.
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours.
- Any other breach of security defined by the rules set forth by the Department.

UNAUTHORIZED ENTRY/ROBBERY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, or product due to unauthorized entry, employees shall be trained to perform the following:
• Notify law enforcement utilizing a panic alarm, only if it can be safely done without being obvious to the robber.

• Do not resist the robber or use or encourage the use of weapons or force against the robber.

• Try to inform the robber of any potential surprises (e.g., an employee is due back from lunch or the building alarm is set to be tested).

• Try to keep employees and visitors, if applicable, calm during the robbery.

• Try to alert other employees of the situation using pre-determined signals or text messages, only if safe to do so.

• Follow the robber's commands in order to shorten the time of the incident. Do not argue with the robber, but do not volunteer to help.

• If the robber demands a certain amount of money or product, only give them that amount.

• Be observant in order to be a good witness. Try to remember:
  o The number of robbers.
  o The physical characteristics of the robber(s), such as weight, scars, tattoos, hair color, or speech patterns.
  o The clothing worn by the robber(s).
  o Any names used by the robber(s).
  o A description of any weapons shown, such as barrel length and color, color of the grip, or automatic or revolver.

• If the robber uses a note, try to place it out of sight to retain it as evidence.

• Do not follow a robber.

• Secure the Grow Facility and place a notice that the business is closed due to an emergency.

• Call the police and ambulance, as needed, immediately and request that witnesses stay or obtain their contact information.

• Provide aid to injured people.

• Do not discuss the robbery with any outside parties until police and management has given authority to do so.

• Do not estimate the amount of money or product that was taken until an inventory has been performed.

Corrective procedures that may be required to return conditions to a normalized and secure state:

• Change all security codes.

• Replace locks and issue keys only to authorized employees.
• Ensure any video of the incident is archived.
• Restore security devices and/or apparatus to working condition.
• Repair any physical damage to the Grow Facility.
• Provide employees and visitors, if applicable, counseling, as needed.
• Perform a security re-training as soon as possible.
• Modify Employee Access Control Log as deemed appropriate.

INTERNAL THEFT/BURGLARY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, product due to internal theft or burglary, employees shall be trained to perform the following:

• Identify missing or compromised assets.
• Gather, remove, recover, and secure sensitive materials to prevent further loss or access.
• Power down, recycle or remove security equipment known to be compromised.
• Where possible, secure the premises for possible analysis by the Department and law enforcement.
• Gather and secure any evidence of illegal entry for review by the Department and law enforcement.
• Where possible, record identities of any party who might be a possible witness to events.
• Preserve video recordings and Visitor logs for review by the Department and law enforcement.

Corrective procedures that may be required to return conditions to a normalized and secure state:

• Retrieve or restore assets where possible.
• Store all sensitive materials and products in a secure manner (e.g., lockable cabinets or storage areas/container).
• Replace locks and issue keys only to authorized employees. Update the Employee Access Control Log as necessary.
• Restore security devices and/or apparatus to working condition.
• Remove and retain unauthorized equipment from network and/or area.
• Implement physical security devices and improvements (e.g., equipment cables, alarms) as deemed appropriate.
• Perform a security re-training as soon as possible.
FIRE PROCEDURES

If a fire does not present an immediate danger to personal safety, one (1) employee shall try to extinguish the fire. If a fire presents an immediate danger to personal safety, a fire alarm shall be pulled and a call to 911 shall be immediately made and evacuation of the building shall occur all at once.

Evacuation of Grow Facility

Any director or manager may determine the need to evacuate. Reasons for evacuation may include:

- Fire.
- Bomb threat.
- A hostile or violent employee, visitor, or unknown person.
- Power outage.
- Earthquake.
- Water or gas leak.
- Hazardous spill.
- Robbery or hostage situation.

The Site Manager shall ensure that all employees and visitors, if applicable:

- DO NOT gather in lobbies.
- DO NOT open a door without first checking for heat.
- DO NOT touch any suspicious items or suspected bombs.
- DO NOT run or panic.
- DO NOT re-enter the building until authorized.
- DO assist disabled individuals or others who need assistance. Evacuate disabled individuals or others who need assistance ONLY under the direction of authorized emergency personnel or when there is an immediate threat to personal safety and security.

INCIDENT CONTAINMENT

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes required to quickly contain and minimize the immediate impact to personal safety, the Grow Facility, and other affected parties. Containment activities shall be designed to:

- Minimize harm to individuals.
- Counteract the immediate threat.
• Prevent propagation or expansion of the incident.
• Minimize actual and potential damage.
• Restrict knowledge of the incident to authorized employees.
• Preserve information relevant to the incident.

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes to quickly:
• Secure the environment.
• Restore the environment to its normalized state.

The Site Manager shall be actively engaged throughout the incident to assess the progress of all containment and corrective measures and determine at what point the incident can be considered resolved.

INCIDENT CONTAINMENT AND CORRECTIVE PROCEDURES

The Site Manager shall determine and implement the appropriate procedures required to quickly contain and minimize the immediate impact of an incident, as well as to quickly restore circumstances to a normalized, secure state. Containment and corrective measures shall be designed with the primary objectives of:
• Minimizing harm.
• Counteracting the immediate threat.
• Preventing propagation or expansion of the incident.
• Minimizing the actual and potential damage.
• Restricting knowledge of the incident to authorized employees.
• Preserving information relevant to the incident.
• Securing the environment.
• Restoring the environment to its normalized state.

POST-INCIDENT REVIEW, REPORT, AND FOLLOW UP

The Site Manager shall hold a Post-Incident Review after each incident has been resolved. The Post-Incident Review shall be scheduled within two (2) to three (3) weeks of the incident’s resolution and shall involve:
• Appropriate personnel, which may include affected parties.
• Examination of the incident and all related activities and events.
• Discussion on proposed changes to policy, processes, and safeguards.
All incident activities, from receipt of the initial report through post-incident review, shall be documented. The Site Manager shall ensure all events are recorded, assembling these records in preparation and performance of the post-incident review, and ensuring all records are preserved for review. The following shall be included, at a minimum, in the Post-incident Report:

- A description of incident events with specific timelines.
- Employee(s) involved.
- Non-Employees involved.
- Impact to affected parties.
- Discussions, decisions, and assignments made.
- Successful and unsuccessful activities.
- Notifications required or recommended.
- Steps taken for containment and resolution.
- Recommendations for prevention and remediation (short-term and long-term).
- Identification of policy and procedure gaps.
- Results of post-incident review.
- Any necessary follow-up actions.

The Post-incident Report shall be distributed to the Site Manager, the Grow Facility Manager, and all other relevant parties for review. The Site Manager shall ensure the appropriate employees are assigned to any follow-up actions. The Site Manager shall document the completion of all follow-up actions in the Post-incident Report and distribute an updated copy.

SECURITY SYSTEM RECORDS

We shall keep all necessary books and records in order to render a full account of all operations conducted at the Grow Facility under our license for the year to date and the five (5) years prior. We shall keep books and records of the Grow Facility from the previous six (6) months (or the complete copies of such records) in the Grow Facility at all times. All marijuana related records shall be retained in the inventory management system. All surveillances recordings shall be retained, at a minimum for at least sixty (60) days, unless in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the licensee shall retain the recordings until such time as the department notifies the licensee that the recordings may be destroyed. Our standard operating procedures shall detail the maintenance of records and measures for addressing and reporting any loss or unauthorized alteration of records. The Department, upon request, shall have full access to all Grow Facility records and surveillance recordings.

We shall keep and maintain security and surveillance system records and recordings in the Grow Facility and copies stored on a secure cloud storage. These records shall include, at a minimum, the following:

- The name of the surveillance equipment installation service provider and all equipment manufacturers.
- Copies of any service contracts.
• A map of the Grow Facility showing the location and operation of each surveillance system component, including the direction of camera coverage.

• A list of authorized users.

• Manufacturers' instructions for operating and maintaining the equipment.

• Testing and maintenance logs.

• Reports of any incidents of unauthorized entry.

• Employee Access Control Logs.

• Visitor Registration Logs.

• Authorized Visitor Access Control Logs.

• Incident Logs and Post-Incident Reports.

• Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

• A log of the recordings, which includes:
  o The identities of the employee or employees responsible for monitoring the video surveillance system.
  o The identity of the employee who removed the recording from the video surveillance system.
  o The identity of the employee who destroyed any recording.

• Video surveillance recordings shall be:
  o In a digital format that ensures authentication of the recording as being legitimately captured without alterations.
  o Easily accessible and in a format that allows for viewing and copying.
  o Embedded with the date and time without significantly obscuring the picture.

We will maintain a log of all recordings, which will include a minimum:

• The identities of the employee or employees responsible for monitoring the video surveillance system.

• The identity of the employee who removed the recording from the video surveillance system storage device and the time and date removed.

• The identity of the employee who destroyed any recording.

Video surveillance recordings shall be stored on an NVR that is server-based with storage as required to meet recording rate and retention. This system shall be password-protected and separate from any other equipment in the Grow Facility. The files and video surveillance recordings shall be available for inspection, upon request, by authorized representatives of the Department and other government officials when necessary to perform their official duties.

After the expiration of the retention period, and before selling or closing the facility, the surveillance video recordings shall be erased, destroyed, or otherwise disposed. We shall not destroy any surveillance video recordings if we have knowledge or should have knowledge of any ongoing criminal, civil, administrative, or other official investigations or proceedings for which the recording may contain relevant information. Additionally, we shall not destroy any surveillance
video recordings in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the recordings shall be retained until such time as the Department notifies us that the recordings may be destroyed.
Security and Surveillance Equipment Room Access List

This is the current list of individuals having access to our Security and Surveillance Equipment Storage Room. Only those on this list are essential to maintain security and surveillance operations. All others will be denied access to the Security and Surveillance Equipment Room.

This list is available to the Department or authorized agents immediately upon request.

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<tr>
<th>Name of Employee/Contractor</th>
<th>Authorized Entry by (Name of Manager)</th>
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## Security and Surveillance Equipment Room Access Log

**Instructions:** Use this log to record your access to the Security and Surveillance Equipment Room, entering the reason for your presence here and the date and time of access.

<table>
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<tr>
<th>Date</th>
<th>Name</th>
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<th>Manager Authorizing Access</th>
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ADDITIONAL DOCUMENTS
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF ORGANIZATION for

PURE GREEN, LLC

ID Number: 801934144

received by electronic transmission on March 08, 2018, is hereby endorsed.

Filed on March 09, 2018, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of March, 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau
RESTATED ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY
Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Restated articles

The identification number assigned by the Bureau is: 801934144
The name of the limited liability company is: PURE GREEN LLC
All former names of the limited liability company are: 
The date of filing the original Articles of Organization was: 1/26/2016

Article I
The name of the limited liability company is: PURE GREEN, LLC

Article II
The purpose or purposes for which the limited liability company is formed for:
To engage in any activity for which a limited liability company may be formed under the Act.

Article III
The duration of the limited liability company if other than perpetual is: PERPETUAL

Article IV
The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):
1. Agent Name: STEPHEN GOLDBERG
2. Street Address: 4761 TARA CT
   Apt/Suite/Other: 
   City: WEST BLOOMFIELD
   State: MI
   Zip Code: 48323

3. Registered Office Mailing Address:
   P.O. Box or Street Address: 4761 TARA CT
   Apt/Suite/Other: 
   City: WEST BLOOMFIELD
   State: MI
   Zip Code: 48323

Article V
(Insert any desired additional provision authorized by the Act.)
THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

ARTICLE VI
NO MANAGER OF THE COMPANY IS LIABLE FOR THE ACTS, DEBTS OR OBLIGATIONS OF THE COMPANY. THE MONETARY LIABILITY OF ANY MANAGER OF THE COMPANY FOR BREACH OF ANY DUTY ESTABLISHED UNDER SECTION 404 OF THE ACT IS LIMITED TO THE FULLEST EXTEN
IT PERMITTED BY THE ACT. THE COMPANY WILL INDEMNIFY AND HOLD HARMLESS EACH MANAGER FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, CLAIMS, AND DEMANDS SUSTAINED BY REASON OF ANY ACTS OR OMISSIONS OR ALLEGED ACTS OR OMISSIONS OF THE MANAGER, INCLUDING JUDGMENTS, SETTLEMENTS, PENALTIES, FINES, OR EXPENSES INCURRED IN A PROCEEDING TO WHICH THE MANAGER IS A PARTY OR THREATENED TO BE MADE A PARTY BECAUSE THE PERSON IS OR WAS A MANAGER TO THE FULLEST EXTENT PERMITTED BY LAW OR CONTRACT.

Complete section (a) if the Restated Articles only restate and integrate the Articles of Organization, otherwise, complete section (b). Do not complete both. (Select One)

☐ (a) These Restated Articles of Organization only restate and integrate the Articles of Organization.
☐ (b) These Restated Articles amend the Articles of Organization and were approved on 3/7/2018

In accordance with Section 604 of the Act: (select one)

☐ by a majority in interest if an operating agreement authorizes amendment of Articles of Organization by majority vote.
☐ by unanimous vote of all the members entitled to vote.

This document must be signed by a member, manager, or an authorized agent:

Signed this 8th Day of March, 2018 by:

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<th>Signature</th>
<th>Title</th>
<th>Title of &quot;Other&quot; role selected</th>
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<tr>
<td>Stephen Goldner</td>
<td>Member</td>
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By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

 ☐ Decline  ☑ Accept
DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

PURE GREEN
STEPHEN JEFFREY GOL Depot Sole MBR
4761 TARA COURT
WEST BLOOMFIELD, MI 48323

Date of this notice: 11-10-2017
Employer Identification Number: 82-3373450
Form: SS-4
Number of this notice: CP 575 G
For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-3373450. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is PURE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.
OPERATING AGREEMENT

FOR

PURE GREEN LLC

Effective Date:
March 6, 2018

Prepared by:

Matthew W. Bower
Varnum LLP
160 West Fort St., 5th Floor
Detroit, Michigan 48226
THE MEMBERSHIP INTERESTS IN PURE GREEN LLC HAVE NOT BEEN REGISTERED
UNDER THE SECURITIES ACT, AS AMENDED, OR UNDER ANY STATE SECURITIES
LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS
SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN
EXEMPTION FROM REGISTRATION IS AVAILABLE. SECTION 6 OF THIS
AGREEMENT FURTHER RESTRICTS TRANSFERABILITY OF INTERESTS IN THE
COMPANY.

OPERATING AGREEMENT
FOR
PURE GREEN LLC

This Operating Agreement of Pure Green LLC, a Michigan limited liability company (the
"Company"), is entered into as of March 6, 2018 by and among the Company, and each of
the members listed on the signature pages from time to time attached hereto (each a "Member" and
collectively, the "Members").

RECITALS

WHEREAS, the Company was formed by Stephen Goldner, as a single-member limited
liability company, under the laws of the State of Michigan by the filing Articles of Organization
with the Michigan Department of Licensing and Regulatory Affairs on January 26, 2016 (as
amended, the "Articles of Organization") for the purposes set forth in Section 2.05 of this
Agreement; and

WHEREAS, Stephen Goldner desires to issue a Membership Interest to Steve Sensoli and
admit Steve Sensoli as a Member upon execution of this Agreement, which sets forth the terms
and conditions governing the operation and management of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter
set forth and for other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall
have the meanings set forth in this Section 1.01:

"Additional Capital Contribution" has the meaning set forth in Section 3.02.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit
balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after
giving effect to the following adjustments:
(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(l); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"Agreement" means this Operating Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

"Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Articles of Organization" has the meaning set forth in the Recitals.

"BBA" has the meaning set forth in Section 10.04.

"BBA Procedures" has the meaning set forth in Section 10.04.

"Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(i)(g)(3).

"Book Value" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;
(b) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Members, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a de minimis Capital Contribution;

(ii) the distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) provided, that adjustments pursuant to clauses (i) and (ii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

(e) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(f) If the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"Budget" means the annual budget of the Company as may be approved by a Majority in Interest of the Members from time to time.

"Business" has the meaning set forth in Section 2.05(a).

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Detroit are authorized or required to close.

"Capital Account" has the meaning set forth in Section 3.03.
"Capital Contribution" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.


"Company" has the meaning set forth in the Preamble.

"Company Minimum Gain" means "partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term "Company" for the term "partnership" as the context requires.

"Confidential Information" has the meaning set forth in Section 12.03(a).

"Covered Person" has the meaning set forth in Section 8.01(a).

"Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined jointly by the Members.

"Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Liquidator" has the meaning set forth in Section 11.03(a).

"Losses" has the meaning set forth in Section 8.03(a).

"Manager" means, initially, Stephen Goldner, or such other Person as may be designated or become the Manager pursuant to the terms of this Agreement.

"Majority in Interest" means more than fifty percent (50%) of the Membership Interests of the Company.
"Michigan Act" or "Act" means the Michigan Limited Liability Company Act, Act 23 of 1993, MCL 450.4101 et seq, and any successor statute, as it may be amended from time to time.

"Member" means each Person initially signing this Agreement and who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Michigan Act. The Members shall constitute the "members" (as that term is defined in the Michigan Act) of the Company.

"Member Nonrecourse Debt" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(f)(3).

"Member Nonrecourse Deduction" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(f), substituting the term "Member" for the term "partner" as the context requires.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (a) to its distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Michigan Act. The Membership Interest of each Member shall be expressed as a number of Units and a percentage interest of the total Membership Interests of all Members as set forth on Schedule A.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes.
(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b).

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Officer" has the meaning set forth in Section 7.03.

"Partnership Representative" has the meaning set forth in Section 10.04.

"Permitted Transfer" means a Transfer of Membership Interests carried out pursuant to Section 9.02. "Permitted Transferee" means a recipient of a Permitted Transfer.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Prohibited Activity" means activity in which the Member contributes the Member's knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Business. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or Confidential Information.

"Regulatory Allocations" has the meaning set forth in Section 5.02(e).
"Related Party Agreement" means any agreement, arrangement or understanding between the Company and any Member or any Affiliate of a Member or any officer or employee of the Company, as such agreement may be amended, modified, supplemented or restated in accordance with the terms of this Agreement.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Restricted Period" has the meaning set forth in Section 7.06(a).

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"Subsidiary" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"Tax Matter Member" has the meaning set forth in Section 10.04.

"Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. "Transfer" when used as a noun shall have a correlative meaning. "Transferor" and "Transferee" mean a Person who makes or receives a Transfer, respectively.

"Treasury Regulations" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"Unit" mean a Unit (or any successor security) representing a fractional part of a Members' Membership Interest.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule
requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on January 26, 2016, pursuant to the provisions of the Michigan Act, upon the filing of the Articles of Organization with the Secretary of State of the State of Michigan. The Articles of Organization were amended to organize the Company as manager-managed on March 6, 2018, pursuant to the provisions of the Michigan Act, upon the filing of Amended and Restated Articles of Organization with the Secretary of State of the State of Michigan.

(b) This Agreement shall constitute the "Operating Agreement" (as that term is used in the Michigan Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Michigan Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Michigan Act in the absence of such provision, this Agreement shall, to the extent permitted by the Michigan Act, control.

Section 2.02 Name. The name of the Company is "Pure Green LLC" or such other name or names as may be designated by the consent of the Members; provided, that the name shall always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the designation "LLC." The Manager shall give prompt notice to the Members of any change to the name of the Company.

Section 2.03 Principal Office. The principal office of the Company is located stated in the Articles of Organization, or such other place as may from time to time be determined by the Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Articles of Organization or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by the Michigan Act and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Michigan shall be the initial registered agent named in the Articles of Organization or such other Person or Persons as the Manager may designate from time to time in the manner provided by the Michigan Act and Applicable Law.

Section 2.05 Purpose; Powers.
(a) The purposes of the Company are to engage in (i) research, development, manufacture, distribution, and commercialization of cannabis oils and edibles (the "Business") and (ii) any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Michigan Act.

Section 2.06 Term. The term of the Company commenced on the date the Articles of Organization was filed with the Secretary of State of the State of Michigan and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Initial Capital Contributions. Each Member has made an initial Capital Contribution and/or is deemed to own Membership Interests in the amounts set forth opposite such Member's name on Schedule A attached hereto. The Manager shall update Schedule A upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section 3.02 Additional Capital Contributions. Except as provided in Schedule A, no Member shall be required to make additional Capital Contributions ("Additional Capital Contributions") or make loans to the Company.

Section 3.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any Additional Capital Contributions;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

(i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(c);
(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLES V; and

(iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 Succession Upon Transfer. In the event that any Membership Interests are transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI and ARTICLE XI in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 3.06 No Withdrawals From Capital Accounts. No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member, including the Manager, shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

Section 3.07 Treatment of Loans From Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member’s Capital Account.

Section 3.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE IV
MEMBERS

Section 4.01 Admission of New Members.
(a) New Members may be admitted from time to time (i) in connection with the issuance of Membership Interests by the Company, subject to compliance with the provisions of Section 7.02, and (ii) in connection with a Transfer of Membership Interests, subject to compliance with the provisions of ARTICLE IX, and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Membership Interests, such Person shall have executed and delivered to the Company a written undertaking the form of which is approved by the Manager. Upon the amendment of Schedule A of the Agreement by the Manager and the satisfaction of any other applicable conditions, including the receipt by the Company of payment for the issuance of Membership Interests, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 3.03.

Section 4.02 No Personal Liability. Except as otherwise provided in the Michigan Act, by Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.03 No Withdrawal. So long as a Member continues to hold any Membership Interests, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Membership Interests, such Person shall no longer be a Member.

Section 4.04 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.05 Certification of Membership Interests.

(a) The Manager may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Manager shall issue certificates representing Membership Interests in accordance with Section 4.05(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER,
SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH OPERATING AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE V
ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in Section 5.02, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 5.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member’s share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(q)(2). This Section 5.02 is intended to comply with the “minimum gain chargeback” requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member’s share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(q)(2). This Section 5.02(b) is intended to comply with the “minimum gain chargeback” requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.
(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) The allocations set forth in paragraphs (a), (b), (c) and (d) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b), Section 5.03(e) and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method with curative allocations of Treasury Regulations Section 1.704-3(c), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(v)(f) as provided in clause (e) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).
(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their Interests in such items as determined by the Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Membership Interests. In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of ARTICLE IX, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

ARTICLE VI
DISTRIBUTIONS

Section 6.01 Distributions of Cash Flow and Capital Proceeds.

(a) Any available cash of the Company, after allowance for all reasonable costs and expenses incurred by the Company and for such reasonable reserves as the Members may agree upon, or as contemplated in the Budget, shall be distributed to the Members, on at least a quarterly basis, in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate the Michigan Act or other Applicable Law.

Section 6.02 Distributions in Kind.

(a) The Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of securities or other property held by the Company. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section 6.01.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Manager may require that the Members execute and deliver such documents as the Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may
appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

ARTICLE VII
MANAGEMENT

Section 7.01 Management of the Company. The business and affairs of the Company shall be managed by the Manager. Subject to the provisions of Section 7.02, the Manager shall have full and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company set forth in Section 2.05; provided, that the Manager shall manage the Company in accordance with the Budget. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a resolution expressly authorizing such action which resolution is duly adopted by the Manager.

Section 7.02 Actions Requiring Approval of Members. Without the written approval of a Majority in Interest of the Members, the Company shall not, and shall not enter into any commitment to:

(a) Amend, modify or waive the Articles of Organization or this Agreement; provided that the Manager may, without the consent of the other Member, amend Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Make any material change to the nature of the Business conducted by the Company or enter into any business other than the Business;

(c) Issue additional Membership Interests or admit additional Members to the Company.

(d) Enter into, amend in any material respect, waive or terminate any Related Party Agreement other than the entry into a Related Party Agreement that is on an arm’s length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;

(e) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of all or substantially all of its assets, other than sales of inventory in the ordinary course of business consistent with past practice; or

(f) Dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.
Section 7.03 Officers. The Manager may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

Section 7.04 Action Without Meeting. Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 7.05 Informational Rights. In addition to the information required to be provided pursuant to ARTICLE X, the Manager shall keep the other Members reasonably informed on a timely basis of any material fact, information, litigation, employee relations or other matter that could reasonably be expected to have a material impact on the operations or financial position of the Company, including, but not limited to, any modification of any loan or other financing to the Company. The Manager shall provide all material information relating to the Company or the management or operation of the Company to any Member may reasonable request from time to time.

Section 7.06 Other Activities; Business Opportunities.

(a) So long as any Member remains a Member of the Company and for the two (2) years, to run consecutively, beginning on the day a Member is no longer a Member of the Company, for any reason (the "Restricted Period"), the Member agrees and covenants not to engage in Prohibited Activity. Nothing herein shall prohibit Member from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that the Member is not a controlling person of, or a member of a group that controls, such corporation. In the event of a breach or threatened breach by the Member of any of the provisions of this Agreement, the Member hereby consents and agrees that the Company shall be entitled to, in addition to other available remedies, seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.
(b) Except as provided in Section 7.06(a), nothing contained in this Agreement shall prevent any Member, including the Manager, or any of its Affiliates from engaging in any other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Member for any profits or income earned or derived from other such activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Member of any business opportunity of any type or description.

Section 7.07 Compensation and Reimbursement of Manager. As approved by a Majority in Interest of the Members, the Manager shall be compensated for its services as the Manager, and the Company shall reimburse the Manager for all ordinary, necessary and direct expenses incurred by the Manager on behalf of the Company in carrying out the Company's business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed amounts set forth in the Budget in the aggregate for any Fiscal Year without the approval of a Majority in Interest of the Members.

Section 7.08 Removal of Manager. A Majority in Interest of the Members may remove the Manager of the Company, by delivering written notice to the Manager and the Members. Upon the Manager's removal, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The removal of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of such Member.

Section 7.09 Resignation of Manager. The Manager may voluntarily resign as the Manager. Upon such resignation, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The resignation of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of a Member.

ARTICLE VIII
EXCULPATION AND INDEMNIFICATION

Section 8.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean (i) each Member; (ii) the Manager; (iii) each officer, director, stockholder, partner, member, Affiliate, employee, agent or representative of each Member, and each of their Affiliates; and (iv) each Officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or is not made in knowing violation of the provisions of this Agreement.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information,
opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Michigan Act.

Section 8.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 8.03 Indemnification.

(a) Indemnification. To the fullest extent permitted by the Michigan Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Michigan Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages,
judgments, fines or liabilities. and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the Business of the Company; or

(ii) such Covered Person being or acting in connection with the Business of the Company as a member, stockholder, Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or a knowing violation of the provisions of this Agreement. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud, gross negligence, willful misconduct or a knowing violation or material breach of this Agreement.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 8.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 8.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(e) Entitlement to Indemnity. The indemnification provided by this Section 8.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 8.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 8.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.
(d) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) **Standing of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 8.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) **Savings Clause.** If this Section 8.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 8.03 to the fullest extent permitted by any applicable portion of this Section 8.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) **Amendment.** The provisions of this Section 8.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 8.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 8.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 8.04 **Survival.** The provisions of this ARTICLE VIII shall survive the dissolution, liquidation, winding up and termination of the Company.

**ARTICLE IX**

**TRANSFER**

Section 9.01 **Restrictions on Transfer.**

(a) Except as otherwise provided in this ARTICLE IX, no Member shall Transfer all or any portion of its Membership Interest in the Company without the written consent of a Majority in Interest of the no-transferring Members (which consent may be
granted or withheld in the sole discretion of such other Members). No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01(b) hereof.

(b) Notwithstanding any other provision of this Agreement (including Section 9.02), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a “publicly traded partnership” under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(b)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(b)(3);

(iii) if such Transfer or issuance would affect the Company’s existence or qualification as a limited liability company under the Michigan Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes;

(vi) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vii) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company’s books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such
Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest," unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. The provisions of Section 9.01(a) shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to its Affiliate.

ARTICLE X
ACCOUNTING; TAX MATTERS

Section 10.01 Financial Statements. The Company shall furnish to each Member, as soon as available, and in any event within one hundred twenty (120) days after the end of each Fiscal Year, unaudited consolidated balance sheets of the Company as at the end of such Fiscal Year and unaudited consolidated statements of income, cash flows and Members' equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year, prepared in accordance with GAAP, applied on a basis consistent with prior years, and fairly present in all material respects the financial condition of the Company as of the dates thereof and the results of their operations and changes in their cash flows and Members' equity for the periods covered thereby.

Section 10.02 Inspection Rights. Upon reasonable notice from a Member, the Company shall afford each Member and its Representatives access during normal business hours to (i) the Company's properties, offices, plants and other facilities; (ii) the corporate, financial and similar records, reports and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members (including the Manager), and to permit each Member and its Representatives to examine such documents and make copies thereof; and (iii) any officers, senior employees and public accountants of the Company, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company with such officers, senior employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Member and its Representatives such affairs, finances and accounts).

Section 10.03 Income Tax Status. It is the intent of this Company and the Members that this Company shall be treated as a partnership for U.S., federal, state and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 10.04 Tax Matters Member; Partnership Representative.

(a) Appointment. The Members hereby appoint the Manager as the "tax matters partner" (as defined in Code Section 6231 prior to its amendment by the Bipartisan Budget Act of 2015 ("BBA")(the "Tax Matters Member") and the "partnership representative" (the "Partnership Representative") as provided in Code Section 6223(a) (as amended by the BBA). The Tax Matters Member or Partnership Representative may resign at any time if there is another Manager to act as the Tax Matters Member or Partnership Representative.
(b) Tax Examinations and Audits. The Tax Matters Member and Partnership Representative are each authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Tax Matters Member or Partnership Representative, which authorization may be withheld by the Tax Matters Member or Partnership Representative in its sole and absolute discretion. The Tax Matters Member or Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

(c) BBA Elections. The Company will not elect into the partnership audit procedures enacted under Section 1101 of the BBA (the "BBA Procedures") for any tax year beginning before January 1, 2018, and, to the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures for tax years beginning on or after January 1, 2018 pursuant to Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item Inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company’s return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any taxes imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

(e) Income Tax Elections. Except as otherwise provided herein, each of the Tax Matters Member and Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided, that the Tax Matters Member or Partnership Representative will make an election under Code Section 754, if requested in writing by another Member.

Section 10.05 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 7.03) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company own property or do business. The Manager shall provide the Members, for their review and comment, copies of all tax returns prior to the filing thereof. As soon as reasonably possible
after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 10.06 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XI
DISSOLUTION AND LIQUIDATION

Section 11.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The determination of the Members to dissolve the Company;

(b) The sale, exchange, involuntary conversion, or other disposition or transfer of all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under the Michigan Act.

Section 11.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 11.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03 and the Articles of Organization shall have been cancelled as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is dissolved pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Michigan Act and the following provisions:

(a) Liquidator. The Manager shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.
(e) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) **First**, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) **Second**, to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) **Third**, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 11.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(c), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon consent of a Majority in Interest of the Members, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

Section 11.04 Cancellation of Articles. Upon completion of the distribution of the assets of the Company as provided in Section 11.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Articles of Organization in the State of Michigan and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Michigan and shall take such other actions as may be necessary to terminate the Company.

Section 11.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 8.03.
Section 11.04 Recourse for Claims. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member’s Capital Account, and such Member’s share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Liquidator or any other Member.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 12.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 12.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, “Confidential Information”). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

27
(b) Nothing contained in Section 12.03(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Member; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 12.03 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 12.03 as if a Member; provided, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Member of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Member) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 12.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Member or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 12.03 shall survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the withdrawal of such Member from the Company, and (iii) such Member's Transfer of its Membership interests.

Section 12.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in Schedule A (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04).

Section 12.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
Section 12.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 8.03(f), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 12.07 Entire Agreement. This Agreement, together with the Articles of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 12.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 12.09 No Third-party Beneficiaries. Except as provided in ARTICLE VIII, which shall be for the benefit of and enforceable by Covered Persons as described herein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by a Majority in Interest of the Members. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement may be made by the Manager without the consent of a Majority in Interest of the Members or execution by the Members.

Section 12.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 12.01 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 12.14 hereof.
Section 12.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan.

Section 12.13 Submission to Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the State of Michigan, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Michigan. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by registered mail to the address set forth in Section 12.04 shall be effective service of process for any suit, action or other proceeding brought in any such court.

Section 12.14 Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 12.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 12.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 8.02 to the contrary.

Section 12.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means
of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]
Schedule A
Pure Green, LLC
Member Schedule

Effective Date: January 1, 2018

<table>
<thead>
<tr>
<th>Member Name &amp; Address</th>
<th>Units</th>
<th>Capital Contribution</th>
<th>Membership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>1,000,000</td>
<td>$0</td>
<td>100.00%</td>
</tr>
<tr>
<td>4761 Tara Ct.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Bloomfield, MI 48323</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

The Company:
Pure Green LLC

By:  
Name: Stephen Goldner
Title: Manager

The Members:

Stephen Goldner
STAFFING PLAN

Summary of Job Creation, Compensation and Budget

As discussed in detail below, we anticipate creating approximately 59 jobs at our Orion Township Cultivation Facility.

<table>
<thead>
<tr>
<th>Type of Marijuana Facility</th>
<th>Proposed Location</th>
<th>Total Jobs Per Facility</th>
<th>Expected Annual Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Facility</td>
<td>Orion Township</td>
<td>59</td>
<td>$3,750,000.00</td>
</tr>
</tbody>
</table>

We pay our cultivation facility employees a minimum hourly wage of $15. We also provide a generous benefit package that includes the following:

- Health Insurance
- Paid Holidays
- Paid Time Off
- 401K Plan with 2% Match
- Performance Incentives

Out of our 3.75MM expected annual payroll, Pure Green expects to allocate $630,000 toward benefits for all full-time employees.

We intend to source our employees first from Orion Township, then into the surrounding regional area. Our job listings will always be listed in the Orion Township area first to accumulate as many qualified candidates as possible.

Attached is a table of the proposed positions at our Orion Cultivation Facility:

<table>
<thead>
<tr>
<th>Title</th>
<th>Quantity</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Director</td>
<td>1</td>
<td>$140,000</td>
</tr>
<tr>
<td>Cultivation Manager</td>
<td>1</td>
<td>$165,000</td>
</tr>
<tr>
<td>Assistant Cultivation Manager</td>
<td>1</td>
<td>$90,000</td>
</tr>
<tr>
<td>IPM Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Fertilization Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Propagation Lead</td>
<td>1</td>
<td>$60,000</td>
</tr>
<tr>
<td>Veg Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Cultivation Agents</td>
<td>27</td>
<td>$15/hr</td>
</tr>
<tr>
<td>QC Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Post Harvest Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Packaging / Distribution Manager</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Post Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Post Harvest / Packaging Agents</td>
<td>9</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Director of Operations</td>
<td>1</td>
<td>$175,000</td>
</tr>
<tr>
<td>Shipping / Receiving / Inventory Supervisor</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Position</td>
<td>Count</td>
<td>Salary</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------</td>
<td>---------</td>
</tr>
<tr>
<td>METRC Agents</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>METRC / Compliance Manager</td>
<td>1</td>
<td>$80,000</td>
</tr>
<tr>
<td>Janitor</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>1</td>
<td>$135,000</td>
</tr>
<tr>
<td>Facilities Maintenance Manager</td>
<td>1</td>
<td>$65,000</td>
</tr>
<tr>
<td>Facilities Maintenance Assistant</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Admin / Front Desk</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Security Guard</td>
<td>1</td>
<td>$30/hr</td>
</tr>
</tbody>
</table>
10/01/2020

To Whom It May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing property coverage for Pure Green LLC at 180 Premier Drive, Orion Charter Township, MI 48359. General Liability coverage has already been secured.

Please contact me with any questions.

Thanks,

Pete Elliott

Vice President
Cell (734) 664-0472
Ph (313) 964-3750
Fax (313) 964-3850
Pete@dieboldinsurance.com

1535 6th Street | Suite 1
Detroit MI 48226
www.Dieboldinsurance.com
ORION ORDINANCE 154 INITIAL PERMIT APPLICATION

Ordinance 154, Licensed Marihuana Facilities Ordinance

Pursuant to the Charter Township of Orion Ordinance 154, Licensed Marihuana Facilities Ordinance, the following application is intended to collect information and documentation establishing the applicant's conformance with the ordinance. All applicants should note that the approval of a Marihuana Permit will be based upon the accuracy and completeness of the information provided. In the event applications are received in excess of the permitted number of locations within the Ordinance or two or more applicants have similar qualifications, the Charter Township of Orion reserves its right to approve a permit which in the opinion of the Township best meets its goals and safeguards as set forth in the Ordinance. No financial or other right is established by the payment of the non-refundable application fee. All applications for renewal of a permit shall be reviewed per the standards set forth in the Ordinance. The Charter Township of Orion reserves the right to approve or deny the permit based upon the failure of any applicant to establish to the satisfaction of the Township any requirement, standard or goal of the Ordinance. The applicant understands this determination may involve a subjective interpretation of the application. Any permit granted by the Township is contingent upon the State of Michigan granting a state license for the specific license applied for under this ordinance.

SECTION A- APPLICANT

1. Name of Applicant: Pure Green, LLC
   Authorized Signer (of not an individual): Stephen Goldner

   Address of Applicant: 2055 Crooks Rd, Suite B
   Rochester Hills, MI 48309

   Phone Number: 248.920.8770

   Email Address: licensing@gloriuscanna.com

   Sole Proprietor ☐ Partnership ☐

   Corporation ☐ Limited Liability Company ☑

   ☐ Other: ______________________

2. If entity is Sole Proprietor, state Owner/Proprietor's date of birth: ____________ and provide a copy of photo identification.

3. If other than Sole Proprietor, list name, address and date of birth of all owners and provide copies of photo identification and percentage of ownership.
4. Name and address, phone number, date of birth and photo identification of all anticipated employees of facilities not listed as owners. (This information must be provided and supplemented before any future employee not listed begins working at facility)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Stephen Goldner</td>
<td>4781 Tara Ct</td>
<td>03/18/1948</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. If the Applicant or owner or any operator is a licensed caregiver under the Michigan Medical Marihuana Act, please list their name and address, and caregiver ID number issued by the State of Michigan. N/A

6. For any corporation or other legal entity who has a financial interest or affiliation with the requested permit, please state the following:

   Name: ____________________________  
   Name of Authorized Signer: ____________________________  
   Address: ____________________________  

   Interest or Affiliation: ____________________________

**SECTION B- FACILITY LOCATION**

7. Name of proposed facility: **Oakland Business Park, Building B**

8. Location of proposed facility: **160 Premier Drive**  
   Orion Charter Township, MI 48359
9. Please provide a preliminary floor plan sketch showing the location of all facility operations within an existing building, or for new construction a site plan for the parcel. Attach as Exhibit “A”
   ☑ Document(s) attached. If not attached, why not and when is applicant expected to supplement: ________________________________

10. With respect to the location of the facility, please state with specificity the exact location, address, suite number and, if necessary, the location of the facility within a building or the parcel of land. This location should include the distance in feet from each property line. Attach as Exhibit “B”
    ☑ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: __________

11. Please provide evidence of the Applicant’s property interest in the proposed location. Provide copies of documentation showing a legal and enforceable property interest. Attach as Exhibit “C”.
    ☑ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: __________

12. Please confirm and establish that the facility is located within the Township’s Industrial Park district (“IP”); is not within 1,500 feet of a church; is not within 2,000 feet of a residence located in the R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning Districts; is not within 2500 feet of a registered school and does not have ingress or egress on a street or road that has an average traffic volume in excess of 6,000 vehicles per day as calculated and reported by Southeast Michigan Counsel of Governments. Further, please show that the facility does not have an ingress or egress on a street or road that serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning District. For each of the above criteria, please attach any and all documents which will permit the Township to calculate compliance with the Licensed Marijuana Facilities Ordinance No. 154. At a minimum, provide a map showing the facility and measured distances (building edge to building edge). Attach as Exhibit “D”.
    ☑ Documents attached.
    If not attached, why not and when is applicant expected to supplement: __________

a) Is the Facility located in the Township’s IP (Industrial Park District) zoning district?
   ☑ Yes          ☐ No
b) Is the Facility more than one thousand five hundred (1,500) feet of any church in the Township?

☐ Yes    □ No

c) Is the Facility more than two thousand (2,000) feet of any residence located in an R-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes    □ No

d) Is the Facility more than two thousand five hundred (2,500) feet of any registered school within the Township.

☐ Yes    □ No

For 10-12 above, please provide a map showing the facility and measured distances (building Edge to building edge.)

e) Does the facility have an ingress or egress on a street or road that has an average traffic volume of six thousand (6,000) or less vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported nu the Southeast Michigan Council of Governments (SEMCOG) per the site semcog.org/Traffic-Counts?

☐ Yes    □ No

f) Does the Facility have an ingress or egress on a street or road that does not also serve as an ingress or egress to a residential road or property located in a TR-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes    □ No

Name of Facility ingress/egress Street or road: Premier Drive

13. Please state whether the Applicant will seek a variance from the Zoning Board of Appeals pursuant to Article 6(8) of the Orion Licensed Marihuana Facilities Ordinance No. 154.

☐ Yes    ☑ No

If variance will be sought, specify location category(s) pursuant to Art 6 (1)- (6): ___________
For each category variance sought, state the percentage the applicant will seek: ____%  
(Not to exceed 15%)

**SECTION C - FACILITY REQUIREMENTS**

14. When available, submit to the Township a copy of the Applicant’s application for a license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs, for each facility permit requested.  
Attach as Exhibit “E”.  
☐ Document(s) attached.  
If not attached, why not and when is applicant expected to supplement:  
Phase 2 application with the state of Michigan requires a permit and signed attestation from the municipality. We expect to submit our application with the state by November 1, 2020.

15. Is consumption and/or use of marihuana prohibited at the Facility?  
☐ ☐ Yes ☐ No

16. Will all activity related to the Facility be done indoors?  
☐ ☐ Yes ☐ No

17. Will all Marihuana contained within the building be in a locked Facility in accordance with the Michigan Medical Marihuana Act, MCL 333.26421 et seq., as amended (“MMMA”), the Michigan Medical Marihuana Facilities Licensing Act, MCL 333.27101, et seq., and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et seq., as amended (“MRTMA”) as amended?  
☐ ☐ Yes ☐ No

18. Please set forth an operations statement, plan and or outline showing that all facility activities shall occur indoors and in a building which is locked.  
Attach as Exhibit “F”  
☐ Document(s) attached.  
If not attached, why not and when is applicant expected to supplement:  
__________

19. Will all necessary building, electrical, plumbing and mechanical permits obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices are located?  
☐ Yes ☐ No
20. When available and prior to the issuance of any permit, the Applicant must submit all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire department showing compliance with the Michigan Fire Protection Code and confirmation that the storage of any chemical, herbicide, pesticide and or fertilizer has also been approved by the Orion Fire Department.  
Attach as Exhibit “G”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ______________________

21. In any portion of the structure where the storage of any chemicals such as herbicides, pesticides, and/or fertilizers, do you agree to be subject to inspection and approval by the Orion Fire Department to ensure compliance with the Michigan Fire protection Code?

☑ Yes ☐ No

22. Will you ensure that no other uses, other than accessory uses, will be permitted within the same Facility other than those associated with cultivating, processing, transporting or testing marijuana?

☑ Yes ☐ No

23. Please state and/or provide documentation showing the plan that all litter and waste will be properly and safely removed and will not constitute a source of contamination in areas where marijuana is exposed. Further, please include how the applicant will dispose of rubbish so as to minimize the development of odor and minimize the potential for development of waste odor and waste from becoming an attracted, harborage or breeding place for pests. Please include a detailed description of the ventilation system. Attach as Exhibit "H."
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ______________________

___________

a) Will litter and waste be properly removed and the operating systems for waste disposal maintained in an adequate manner so that they do not constitute a source of contamination in areas where marijuana is exposed?

X Yes ☐ No

b) Will floors, walls and ceilings be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair?

X Yes ☐ No
c) Will there be adequate screening or other protection against entry of pests, and will rubbish be disposed of so as to minimize the development of odor, minimize the potential for development of waste odor, and minimize the potential for waste becoming an attractant harborage or breeding places for pests?

☐ Yes  ☐ No

d) Will all buildings, fixtures and other facilities be maintained in a sanitary condition?

☐ Yes  ☐ No

e) Will each Facility center provide its occupants with adequate and readily accessible toilet facilities that will be/are maintained in a sanitary condition and in good repair?

☐ Yes  ☐ No

24. Please state how the Applicant intends to avoid excessive noise, dust, vibrations, glare, fumes or odors detectable to the normal senses beyond the boundaries of the property. Attach as Exhibit "A".

☐ Document(s) attached.

If not attached, why not and when is applicant expected to supplement: ____________________

a) Will each Facility be operated in a manner that does not create excessive noise, dust, vibrations, glare, fumes or odors detectable to the normal senses beyond the boundaries of the property on which that Marihuana Facility will operate/operates or in violation of any other ordinance?

☐ Yes  ☐ No

25. Please provide the plan and supporting documentation showing that all disposal systems for spent water and spent soil have been adequately and safely disposed of and accounted for.

Attach as Exhibit "J".

☐ Document(s) attached.

If not attached, why not and when is applicant expected to supplement: ____________________

26. Please provide a security and safety plan, and at a minimum showing the facilities surveillance systems and continuous monitoring systems of the entire premise as required by the ordinance.

Attach as Exhibit "K".

☐ Document(s) attached.

If not attached, why not and when is applicant expected to supplement: ____________________
a) Will the Facility continuously monitor the entire premises with surveillance systems that include security cameras operating 24 hours a day, 7 days a week, every day of the year, and will these recordings be maintained for a period of at least 30 days?

☑ Yes  ☐ No

27. Please state and/or show the exterior signage or advertising identifying the facility.
   Attach as Exhibit "L".
   ☐ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: ____________________________
   The facility will only show the numbers associated with its address ____________________________

a) Do you understand and agree that any exterior signage or advertising identifying the Facility as a marihuana facility is prohibited?

☑ Yes  ☐ No

**SECTION D- BUSINESS OPERATIONS AND SECURITY**

28. Active business operations shall not be open outside of the hours of 7am and 9pm.

<table>
<thead>
<tr>
<th>Active Hours of Operations:</th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
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<tbody>
<tr>
<td>Open</td>
<td>7am</td>
<td>7am</td>
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<tr>
<td>Close</td>
<td>9pm</td>
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<td>9pm</td>
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<td>9pm</td>
</tr>
</tbody>
</table>

29. Will security guards be provided? If yes, how many? 1

☑ Yes  ☐ No

<table>
<thead>
<tr>
<th>30. Days and Hours security guards will be provided:</th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Hrs?*</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Start</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
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<tr>
<td>Finish</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
</tr>
</tbody>
</table>

*If any day is not 24 hrs., please enter Start and Finish times.
SECTION F - BACKGROUND

31. Have you previously operated in this Township or any other County, City, or State under a Medical or adult use Marijuana/Marihuana License or Permit?

☑ Yes □ No

32. Have any of the previously issued licenses or permits mentioned above been revoked or suspended?

□ Yes ☑ No

If yes, provide an explanation for the revocation/suspension below.

__________________________________________________________________________

__________________________________________________________________________

33. Is the Applicant or Authorized Signer currently licensed by any governmental agency to engage in any business?

☑ Yes □ No

34. If yes to questions 31, 32, or 33, please list each such license or permit held, the city or state in which it is held, and expiration date thereof.

State of Michigan license to operate medical marijuana cultivation facilities.

__________________________________________________________________________

__________________________________________________________________________

35. Has the Applicant or any stakeholder been convicted or incarcerated for a felony within the past ten (10) years or ever been convicted of an illegal substance related felony?

□ Yes ☑ No

If yes, list the associated criminal case number(s), the statute(s) violated, the date(s) of conviction, the date(s) of imposition of probation and/or parole, and the name and address of the sentencing court.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
I HEREBY CERTIFY UNDER OATH AND PENALTY OF PERJURY THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION IS COMPLETE, TRUE AND ACCURATE. I UNDERSTAND THAT ANY OMMISSIONS OR INACCURATE INFORMATION OF THE APPLICANT, MY AGENTS OR EMPLOYEES WILL DISQUALIFY MY APPLICATION FROM CONSIDERATION.

Applicant’s Signature:  
Stephen Goldner  
Print Name: Stephen Goldner  
Title: Owner  
Dated: 10/26/2020  
If needed additional signatures:

Witness Signature:  
Aaron Fogelman  
Print Name: Aaron Fogelman  
Title:  

Print Name:  
Title:  
Print Name:  
Title:  
Print Name:  
Title:  
Print Name:  
Title:  
Print Name:  
Title:
LIST OF DOCUMENTS TO PROVIDE WITH APPLICATION

(Where applicable, an attached document(s) may satisfy more than one requested document. If so, please identify the appropriate responsive Exhibit or document in the space provided.)

Application Documents

Exhibit A & B: Floor plan or drawings to scale and elevations as required by Orion Township Ordinance No. 154 with location plan showing surrounding area as required by Ordinance.
☑ Document Attached. If not, why not: ________________________________

Exhibit C: Copy of Proof of Ownership, Purchase Agreement, Lease, or options for the site where the Marihuana Facility will be operated. (If leased, signed document by owner consenting of the lease to the site for a Marihuana Facility).
☑ Document Attached. If not, why not: ________________________________

Exhibit D: Copy of map and/or other documents in response to question 15.
☑ Document Attached. If not, why not: ________________________________

Exhibit E: Copy of the Applicant’s application for license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs.

Exhibit F: Copy of operations statement, plan and or outline showing facility activities shall occur indoors and in locked building (question 21).
☑ Document Attached. If not, why not: ________________________________

Exhibit G: Copy of all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire Department showing compliance. (question 23)
☑ Document Attached. If not, why not: ________________________________

Exhibit H: Copy of plan for litter and waste removal and detailed description of ventilation system. (question 26)
☑ Document Attached. If not, why not: ________________________________

Exhibit I: Copy of plan to avoid excessive noise, dust, vibrations, glare, fumes or odors. (question 27)
☑ Document Attached. If not, why not: ________________________________

Exhibit J: Copy of plan and supporting documents showing disposal of spent water and soil safety plan. (question 28)
☑ Document Attached. If not, why not: ________________________________

Exhibit K: Description of a security and safety plan as required in the Orion Township Ordinance No. 154 for Licensed Marihuana Facility. (question 29)
☑ Document Attached. If not, why not: ________________________________
Exhibit L: Any proposed text or graphical materials to be shown on the exterior of the proposed facility. (question 30)

☐ Document Attached. If not, why not: **Exterior will only show building numbers.**

**Additional Documents**

1. Copy of Articles of Incorporation or Limited Liability company or Partnership Agreement or assumed name certificate.
   ✔ Document Attached. If not, why not: ________________________________

2. Copy of Internal Revenue Service SS-4 EIN confirmation letter.
   ✔ Document Attached. If not, why not: ________________________________

3. Copy of Operating Agreement for LLC or Bylaws of Corporation or Partnership.
   ✔ Document Attached. If not, why not: ________________________________

4. Staffing plan.
   ✔ Document Attached. If not, why not: ________________________________

5. Proof of insurance showing compliance with Township Ordinance.
   ✔ Document Attached. If not, why not: ________________________________

6. Executed Affirmation of Stakeholder
   ✔ Document Attached. If not, why not: ________________________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I ___________________ make this affirmation in support of the Application for a permit with the Charter Township of Orion for a Marihuana facility located at ___________________________.

2. I affirm that I
   a. That I am at least 21 years of age.
   b. Have never been indicted or charged with or arrested for, convicted of, plead guilty, or nolo contendere to a felony or to a controlled substance related misdemeanor.

3. I have not previously had a business license permit or registration denied or revoked or suspended by Orion Township.

4. Dated: __10/26/2020__________________

Print name: _____________________________

______________________________
Stephen Goldner
1. Type of Permit Requested:
   - Class “C” Grower Facility (medical)
   - Class “C” Grower Facility (adult-use) [X]
   - Processing Center Facility (medical)
   - Processing Center Facility (adult-use)
   - Safety Compliance Facility (medical)
   - Safety Compliance Facility (adult-use)
   - Secured Transporter Facility (medical)
   - Secured Transporter Facility (adult-use)
   - Excess Grower
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: Pure Green, LLC.

2. Date and Time Application accepted by Orion Township:
   Date: 10/28/2020   Time: 12:00 PM

3. Initial Application shall include nonrefundable $5,000 application fee and $5,000 annual permit fee. ($10,000.00 total) The annual permit fee is refundable if permit is denied. The annual renewal fee will be in the amount set by resolution of the Township Board of Trustees in its schedule of fees.

   ☑ $5,000.00 Non-Refundable Initial Application Fee paid on: 10/28/2020
   ☐ $5,000.00 Annual Permit Fee paid on: ________________________

Optional Inspections – To be Completed by Orion Township Clerks Office

Building Department Inspection Date: ________________________ Signed by: ________________________
Police Department Inspection Date: ________________________ Signed by: ________________________
Fire Department Inspection Date: ________________________ Signed by: ________________________
A. & B. Facility Floor Plan
C. Lease Agreement
COMMERCIAL LEASE

This lease (the Lease), is entered into on November 1, 2020, between Premier Drive Tycoon I, LLC, with an address at 1615 S Telegraph Rd, Bloomfield Hills, MI (Landlord), and Pure Green, LLC, (Tenant) on the terms and conditions listed below.

1. Description of the Premises. Landlord owns the real property, improvements and any and all structures thereon located at 180 Premier Drive, Orion Township, MI 48359 ("Premises"), consisting of approx. 72,000 square feet. Tenant shall have the right to use the Premises to conduct its daily business operations and for any ancillary or related purposes including the operation of a marijuana business.

2. Basic Lease provisions. The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

   (a) Term: 10 years
   (See §3)

   (b) Commencement Date: November 1, 2020
   (See §3)

   (c) Termination date: October 31, 2030
   (See §3)

   (d) Options: 1 option to renew for additional 10 years
   (See §3)

   (e) Monthly installment amount: $75,000 or $12.50 per square foot;
   (See §4)

   (f) Security deposit: $75,000.00
   (See §5)

   (g) Use: Tenant's desired business operation
   (See §10)

3. Term. This Lease shall be for a term stated in section 2(a) commencing on the date stated in section 2(b) (the Commencement Date) and terminating on the date stated in section 2(c). The rent for the first month shall be prorated from date of occupancy, if the date of occupancy is after the first day of the month. Each succeeding lease year shall begin on the anniversary of the same date and continue until the termination of the Lease.

   Provided that Tenant is not in default under this Lease at the end of the then current Lease term, Tenant shall have the right to renew the term of this Lease for the option period stated in section 2(d) by giving Landlord written notice of Tenant's intent to renew the Lease at least 120 days before the expiration of the then current term. The renewal shall be on the same terms and conditions as in this Lease, except that the minimum rent for each renewal term shall be increased by a percentage equal to the percentage increase in the Consumers Price Index (Bureau of Labor Statistics Washington, D.C., all Cities) (CPI) during the preceding term. The percentage increase shall be determined by comparing the latest available CPI before the Commencement Date of the Lease or the prior term, whichever shall apply, and the latest available CPI on or before the expiration of the immediately preceding initial or renewal lease term. The word "term" as used in this Lease shall include any renewal term.

4. Minimum rent. Tenant shall pay to Landlord as rent the sum stated in section 2(e), payable in monthly installments due in advance, on the first day of each month during the term of this Lease. All rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset.

   If Tenant shall fail to pay any amount due from it to Landlord under this Lease when that amount shall be due, a one-time late charge of $50.00 shall be assessed and thereafter the amount of rent not paid shall be subject to a service charge until that amount is paid at the lesser of the rate of 5% per month or the highest rate permitted by law.
5. Security deposit. Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum stated in section 2(f) as a security deposit. The deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term of this Lease.

If Tenant fails to keep and perform any of its covenants of this Lease, Landlord at its option may appropriate and apply the entire deposit, or so much as may be necessary, to compensate Landlord for loss or damage sustained by Landlord due to Tenant's breach. If the entire deposit or any portion is appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant, Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the security to the original sum deposited. Tenant's failure to do so within 5 days after receipt of demand shall constitute a breach of this Lease.

6. Taxes. Tenant shall pay or cause to be paid all real property taxes and special assessments levied against the Building including the Premises. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the Premises.

7. Maintenance and repair. Tenant shall maintain and repair and keep the Premises in good condition and repair, including the exterior windows and the electrical system. Landlord shall, at tenants expense, make all other repairs and replacements to the Building, including those of a structural or capital nature. Landlord shall, at tenants expense, enter into an annual maintenance contract with a licensed heating and mechanical firm for the maintenance of the heating and air conditioning equipment during the term. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

Tenant shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition. Tenant shall be responsible for all repairs or replacements to the Building occasioned by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

8. Utilities. Tenant shall have all utilities servicing the Premises metered in its own name and shall pay all charges and deposits for the utilities provided to or used in the Premises during the term of this Lease. Tenant shall also pay 100% of the water and sewer bill. Landlord shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of Landlord.

9. Liability insurance. Tenant shall indemnify Landlord and save Landlord harmless from any liability or claim for damages that may be asserted against Landlord by reason of any accident or casualty occurring on or about the Premises. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of an amount as recommended by Landlord’s insurance agent that, for the initial coverage, shall be not less than $1 million for injury or death to any one person, $3 million for injury or death to more than one person, and $500,000 regarding damage to property. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of any material change in or renewal of the policy. All insurance policies shall name Landlord and any persons designated by Landlord as insured parties.

Any insurance maintained by either party pursuant to this section or under this Lease shall contain a
clause or endorsement under which the insurer waives all rights of subrogation against the other party, its
agents or employees, regarding losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be at Tenant’s sole risk.

10. Use. Tenant shall use and occupy the Premises for the purpose stated in section 2(g) and for no other
purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use
the Premises for any purpose or in any manner in violation of any State law, local ordinance, rule or
regulation adopted or imposed by the City in which the Premises is situated. Tenant shall not deface or
injure the Premises or the Building, permit anything to be done on the Premises tending to create a
nuisance or to disturb other tenants in the Building, or permit any activity in the Premises that will result
in an increase of any premium, or cancellation of a policy, for insurance on the Premises or the Building.

11. Construction of leasehold improvements. Landlord grants Tenant express consent to construct
certain leasehold improvements as may be required for Tenant’s use. The cost of Tenant’s leasehold
improvements shall be paid for by Tenant. The improvements shall be constructed in a good and
workmanlike manner.

12. Operations. Tenant’s operations in conjunction with the Premises shall meet the requirements set
forth below.

a. Tenant shall keep all garbage and refuse in the kind of container specified by Landlord. If Landlord
shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at
Tenant’s cost. Tenant shall pay the cost of removal of any of Tenant’s refuse or rubbish.

b. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in any
pipes and fixtures.

c. Tenant shall keep the outside areas immediately adjoining the Premises clean and free from dirt and
rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or
merchandise in those areas. Tenant shall water and maintain any flowers, shrubs, and trees located
immediately adjoining the Premises.

d. Tenant shall only store and/or stock in the Premises goods, wares, and merchandise that Tenant intends
to offer for sale at retail.

e. Tenant shall conduct its business in the Premises in a dignified manner and in accordance with high
standards of store operation.

13. Restrictions on Tenant’s activities. Without Landlord’s written consent, Tenant shall not engage in
the activities listed below.

a. Tenant shall not operate all or any part of its business in the Premises in any manner that is inconsistent
with its intended use of the Premises.

b. Tenant shall not conduct any auction, fire, going-out-of-business, or bankruptcy sales in the Premises.

c. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending
machines or similar devices for the sale of goods, wares, merchandise, food, beverages, or service,
including, without limitation, pay telephones, pay lockers, scale, and amusement devices without Landlord's prior written consent.

d. Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas of the Building, nor shall Tenant or its employees or agents distribute any handbills or other advertising matter in or on automobiles parked in the parking area or in other common areas without Landlord's prior written consent.

e. Tenant and its employees and agents shall not park any vehicle on the Building land except in areas that are designated by Landlord for that use.

14. Assignment and subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the prior written consent of Landlord. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease. Landlord's right to assign this Lease is and shall remain unqualified. On any transfer of Landlord's interest in the Premises in which the purchaser assumes all obligations under this Lease, Landlord shall be free of all obligations of Landlord under this Lease and shall not be subject to any liability resulting from any act or omission or event occurring after the conveyance. Tenant agrees to recognize the transferee as Landlord, and Tenant further agrees, at Landlord's request, to execute and deliver such documents and estoppel letters as Landlord may request to assist in that transfer.

15. Estoppel letter. On not less than 10 days' prior written notice from Landlord, Tenant shall sign and deliver to Landlord an estoppel letter that

a. certifies that this Lease is unmodified and in full force and effect (or, if modified, states the nature of the modification and certifies that this Lease, as so modified, is in full force and effect);

b. acknowledges that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying the default if any are claimed;

c. certifies the date to which all forms of rent have been paid; and

d. certifies the amount, if any, of the security deposit paid to Landlord.

Tenant's failure to deliver such an estoppel letter within the 10 days shall be conclusive on Tenant that

a. this Lease is in full force and effect, without modification except as may be represented by Landlord;

b. there are no uncured defaults in Landlord's performance;

c. not more than one month's rent has been paid in advance; and

d. no security deposit has been paid except as may be represented by Landlord.

16. Acceptance of Premises. The occupancy by Tenant of the Premises shall constitute an acknowledgment by Tenant that the Premises are then in the condition called for by this Lease.

17. Damage or destruction. If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable,
the same shall be repaired as promptly as possible with the insurance proceeds unless this Lease is terminated. In the event of damage or destruction, if this Lease is not terminated, the rent shall be abated proportionately to the loss of use suffered by Tenant.

If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other casualty, and the cost of restoring the Premises to its condition prior to the damage shall equal or exceed 40 percent of its fair replacement value immediately prior to the damage, or if the Premises are damaged by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by giving Tenant written notice of its election to do so within 15 days after the date on which the damage occurs. On the giving of notice, the Lease shall terminate as of the date on which damage occurred and the rent shall be adjusted to that date. In default of notice by Landlord, this Lease shall continue and Landlord shall cause the Premises to be repaired or restored with due diligence.

18. Condemnation. If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, the term of this Lease shall cease on that part to be taken from the day the possession is acquired by the public authority and the rent shall be paid up to that date. If the portion of the Premises taken substantially impairs the usefulness of the Premises for the purpose for which the Premises were leased, Tenant shall have the right either to terminate this Lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this Lease except that the rentals shall be reduced in proportion to the amount of the Premises taken, and in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded for the taking shall belong to and be the property of Landlord.

19. Alterations and signage. No improvements, alterations, additions, or physical changes shall be made on the Premises by Tenant without the prior written consent of Landlord.

Tenant agrees that it will not place or maintain on any exterior door, wall, or window of the Premises any signs, awning or canopy, or advertising matter, or other thing of any kind and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises that is not in conformity with all applicable governmental rules and regulations and the rules and regulations of the Building as set forth by Landlord and further, without first obtaining Landlord’s prior written approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter, or other thing as may be approved in good condition and repair at all times. Tenant further acknowledges that Landlord may, at its option, regulate the lettering size, style, and color of Tenant’s sign so that all signs in the Building are of a like size, color, style of lettering, and like material. Tenant agrees that it will conform its sign to that as regulated by Landlord for the general use in the Building, regardless of how and in what manner Tenant normally designs its name for use in its sign and further regardless of whether or not Tenant uses the form and style of its sign as a trademark.

All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant shall be the property of Landlord and shall remain on and be surrendered with the Premises at the termination of the Lease; provided, however, that Landlord may require that Tenant remove the alterations and improvements and repair any damages to the Premises caused by the removal.

20. Remedies and default. If Tenant shall default in the payment of any sums to Landlord when due and shall not cure such default within 7 days; or if Tenant shall default in the performance of any other covenant or condition of the Lease and shall not cure such other default within 30 days after written notice from Landlord specifying the default; or if Tenant or its agent shall falsify any report to be furnished to Landlord pursuant to the terms of this Lease; or in case Tenant shall be adjudicated a bankrupt or make any assignment for the benefit of creditors; then, in any such event, Landlord may
either (a) accelerate the full balance of the rental payable for the remainder of the term and sue for such sums or Landlord may terminate this Lease or (b) reenter the Premises, without terminating this Lease, and dispossess Tenant or any other occupant of the Premises and remove Tenant's effects and relet the same for the account of Tenant for such rent and on such terms as shall be satisfactory to Landlord, crediting the proceeds, first to the costs and expense of reentry, alterations and additions, and the expense of reletting, and then to the unpaid rent and the other amounts due during the remainder of the term. Tenant shall remain liable to Landlord for any unpaid balance.

In case suit shall be brought for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

21. Access to Premises. Landlord shall have the right to enter on the Premises at all reasonable hours to inspect and for access to the Premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises.

22. Rules and regulations. Landlord reserves the right to adopt from time to time rules and regulations for the operation of the Building that are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all those rules and regulations. Any such rules shall not dictate the days or time of business operation.

23. Waiver. The failure of Landlord to insist on a strict performance of any of the terms, covenants, or conditions of this Lease or rules and regulations of the Building shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions or rules and regulations. This Lease may not be changed, modified, or discharged orally.

24. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth above or to such other address as either party may furnish in writing during the term of this Lease.

25. Quiet enjoyment. Landlord covenants and agrees with Tenant, its successors, and assigns that on Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, have, occupy, possess, and enjoy the Premises for the full term of this Lease.

26. Subordination to mortgage. Any mortgage now or hereafter placed on the Premises shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination including, if requested, an estoppel letter as set forth in section 15. If Tenant fails to supply the estoppel letter, the provisions in section 15 to cover that failure shall apply. Notwithstanding the foregoing, Tenant's possession of the Premises under this Lease shall not be disturbed by any mortgagee, owner, or holder of note secured by a mortgage placed on the Premises, unless Tenant shall breach any of the provisions of this Lease and the lease term of Tenant's right to possession shall have been lawfully terminated in accordance with the provisions of this Lease.
27. **Building revisions by Landlord.** Landlord reserves the absolute right at any time and from time to time to make changes or revisions in the Building, including such changes to the parking lot, driveways, signs, and sidewalks, by making additions to, subtractions from, or rearrangements of the improvements in the Building, as long as the revisions do not materially affect Tenant's use of the Premises.

28. **Holding over.** If Tenant remains in possession of the Premises after the expiration or termination of the Lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to month-to-month tenancy, except that the rent shall increase to 2 times the rent owing at the end of the lease term. The month-to-month tenancy shall be cancelable by either party on 30 days' written notice to the other.

29. **Recording.** Tenant shall not record this Lease without the written consent of Landlord; however, on the request of either party the other party shall join in the execution of a memorandum or so-called “short form” of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall describe the parties, the Premises, and the term of this Lease and shall incorporate this Lease by reference.

30. **Captions and headings.** The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

31. **Applicable law.** This Lease shall be construed under the laws of the state of Michigan. Venue for any disputes under this agreement shall lie in Oakland, Michigan. If any provision of this Lease or the application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

32. **Successors.** This Lease and the covenants and conditions shall inure to the benefit of and be binding on Landlord, its successors, and assigns and shall be binding on Tenant and permitted assigns of Tenant.

33. **Effective date.** The parties have caused this agreement to be signed and shall be effective as of the day and year first above written.

(*signature page to follow*)
IN WITNESS WHEREOF, the parties have respectively signed and sealed this Lease as of the day and year first above written.

LANDLORD
Premier Drive Tycoon I, LLC
Signature: 
Name: Daryl Heller
Title: Owner

TENANT
Pure Green, LLC
Signature: Stephen Goldner
Name: Stephen Goldner
Title: CEO
D. Zoning Survey
Residents

Measure distance
Click on the map to add to your path
Total distance: 2,649.40 ft (807.54 m)
F. Operations Plan
PURE GREEN, LLC
Business & Operations Plan

PREAMBLE:
Pure Green, LLC ("Applicant") will strictly comply at all times with applicable state law and local ordinance codes, including rules and emergency rules that may, from time to time, be promulgated by the state or Orion Township. All business activities will take place indoors in a locked facility. Applicant has retained a law firm with established expertise in Michigan marihuana law to ensure continuing education and compliance with the laws as they evolve. The statements made in this application are made with a clear and thorough understanding of state and local requirements as they exist on the date of application, but the operations of Applicant will be amended to comply with all future derivations of the state and municipal laws.

I. OVERVIEW
Applicant is a Michigan limited liability company formed to operate twenty four (24) commercial marihuana GROWER (Class C) facilities whose primary mission is to provide a source of high-quality marihuana to processors and provisioning centers across the state of Michigan.

II. ADMINISTRATION
 A. Location & Zoning
    i. Buffers
        a. The distances described are measured horizontally between the nearest property lines.

        b. The facility is not within 1,000 feet of any educational institution or school, college or university, church, house of worship or other religious facility, licensed child care, preschool, public library, or public or private park.

    ii. Applicant is leasing the property pursuant to the attached lease and the owner/lessor of the property authorizes the use of the property as a marihuana facility in the lease agreement, which is attached.

 B. Organizational Structure
    i. Pure Green, LLC ("Company") is organized as a Michigan limited liability company and is in good standing.

    ii. The members, owners, directors, officers, and managers of the Company are:
        Stephen Goldner, Member-Manager
        4761 Tara Ct,
        West Bloomfield, MI 48323
There are no other named officers or employees of the Company at this time, and Applicant will supplement its application and notify the municipality if and when this changes.

iii. The members, owners, directors, officers, and managers of Applicant meet all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

a. No member, owner, director, officer, manager or any person having an ownership interest in the application has an interest in a secure transport facility license or a safety compliance facility license.

b. The Applicant meets all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

iv. The Applicant has never applied for been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked or not renewed.

C. Permits & Licenses

i. This Business and Operations Plan is submitted as an addendum to the applications for Ten Orion Township permits to operate a business and the Orion Township special use/site plan application.

ii. All operations in this Business and Operations Plan will comply with regulations issued by the Department of Licensing and Regulatory Affairs (LARA).

iii. Applicant intends to apply for, obtain, operate, and comply with a state license to operate a grower facility under the MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MRTMA and all applicable permits and licenses from Orion Township.

v. Upon granting of a permit to operate a grower facility, Applicant will prominently display the original Orion Township permit at the Permitted Premises in a location where it can be easily viewed by the public, law enforcement, and administrative authorities.

vi. At all times the facility will hold a valid local Permit and State Commercial Marihuana Facility License for a Grower.

vii. In addition to complying with the Orion Township Ordinance Authorizing and Permitting Commercial Marihuana Facilities, Applicant will comply with all Township Ordinances, including without limitation, the Township Zoning Ordinance, as well as the requirements of the County Road Commission, County
Building Inspector, County Drain Commissioner, District Health Department, Soil Erosion Officer, County Conservation Service, areas fire departments, Michigan Department of Natural Resources, Michigan Department of Environmental Quality, and any other applicable township, county, state and federal statutes.

viii. Applicant will have available, at all times, documentation that local and State sales tax requirements, including any requirement for a license, are satisfied.

ix. Applicant will provide updated operational and security plans to Orion Township upon request and prior to any proposed changes in its operations.

D. Inspections
i. Applicant will provide access to the facility for inspection to any federal, state, or local law enforcement officer to ensure compliance with the permit.

ii. Applicant consents to inspections as required in the MMFLA and pursuant to the Orion Township ordinance.

III. OPERATIONS
Applicant proposes ten (10) state-licenses in a single marihuana grower facility for the cultivation, drying, trimming, curing, and packaging of marihuana for sale to a processor or provisioning center pursuant to the requirements and restrictions of the Marihuana Facilities Licensing Act, PA 281 of 2016, and all future derivations thereof. This facility will be located in a secure industrial facility.

A. Compliance with State Regulations
Applicant will meet all operating regulations established by LARA and the Marihuana Licensing Board for Growers, including without limitation, any standards, procedures, and requirements for:

i. quality control
ii. chain of custody
iii. marihuana storage
iv. waste disposal
v. labeling and packaging
vi. storage of chemicals

B. Description of the Facility
Applicant's facility will be used exclusively for the cultivation, drying, trimming, curing, and packaging of legal usable marihuana for sale to processors or provisioning centers.

C. Entry to Facility
Generally, the public will not be allowed entry to the facility. Notwithstanding the forgoing, Applicant will not allow entry to the facility to anyone under the age of 18.
D. Employees
Applicant anticipates having between fifteen (15) and (65) full and part-time employees, as many as possible of whom will be local community residents. None of Applicant's employees will be registered primary caregivers during the employment with Applicant. Please reference the staffing plan for a detailed list of potential positions.

E. General Policies
i. Applicant will only sell or transfer marihuana to a processor or provisioning center.

ii. Applicant will only use secure transporters in the distribution or exchange of marihuana or currency with processors or provisioning centers.

iii. Applicant will not promote the unlawful use of marihuana or any other drug or provide or otherwise make marihuana available to any person who is not legally authorized to receive Marihuana under state law.

iv. No owner, the Applicant, or any employee of Applicant will grow marihuana in the Permitted Premises for his or her own use.

v. The following activities are prohibited on the Permitted Premises:
   a. the sale, consumption, or use of alcohol, or controlled substances;
   b. smoking or consumption of marihuana.

F. Cultivation Plan
i. Propagation
   a. Lighting
   b. Watering
   c. Nutrient Application
   d. Integrated Pesticide Management

ii. Harvesting and Trimming

iii. Drying and Curing

iv. Packaging

v. Distribution
   a. All marihuana products will be validated from a verified transport manifest, created from the statewide monitoring system. The manifest includes a detailed form with the number of packages and detailed content for confirmation/validation with secure transporters and purchasers of the shipment (processors or provisioning centers).
   b. Each transport shipment will be processed in the following manner:
      1. Entry of shipped inventory into the statewide monitoring system.
      2. Confirmation with Secure Transporter of valid and verified transport manifest, including product count, weight of each package or item
c. State certified scales will be used to verify and weigh all marihuana, in whatever form.

G. Inventory Management
i. Applicant will not control or have on the Permitted Property an amount of marihuana plants or usable marihuana that exceeds any amount permitted by the state License or the Township permit.

ii. Tracking and Monitoring
Applicant will use a third-party inventory control and tracking system to interface with the statewide monitoring system. The third-party inventory control and tracking system will have the capabilities necessary to comply with the requirements applicable to a grower licensee:

a. Track all marihuana plants and packages;
b. Track lot and batch information throughout the entire chain of custody;
c. Track transportation of product;
d. Track marihuana waste;
e. Track all marihuana product transfers;
f. Track sales and returns;
g. Track marihuana plant, batch, and product destruction;
h. Perform batch recall tracking;
i. Report and track loss, theft, or diversion of marihuana products;
j. Receive testing results electronically from a safety compliance facility;
k. Provide access to state agencies and law enforcement as required;
l. Report all inventory discrepancies.

iii. Applicant will enter all transactions, current inventory, and other information into the statewide monitoring system as required by the MMFLA, the Marihuana Tracking Act, and any associated regulations.

iv. Inventory reconciliation - At the end of each day, physical inventory counts will be reconciled with the third-party inventory control and tracking system.

v. Returns

H. Quality Control
i. Sampling (by Licensed Safety Compliance Facility)

ii. Batch Testing (by Licensed Safety Compliance Facility)

iii. Transport to Safety Compliance Facility (by Secured Transporter)

I. Signage and Advertising
i. Applicant has no proposed signage at this time, but will amend this plan accordingly and provide the township with its sign permit application if and when it does wish to propose signage.

ii. Applicant will not display pictures, photographs, drawings or other depictions of Marihuana or Marihuana Paraphernalia on the outside of the Permitted Premises, nor will such pictures, photographs, drawings, or other depictions of Marihuana or Marihuana Paraphernalia be visible outside of the Permitted Premises on the Permitted Property.

iii. The words "Marihuana," or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana will not appear on the outside of the Permitted Premises, nor will "Marihuana," or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana be visible outside of the Permitted Premises on the Permitted Property.

J. Visibility of activities

i. All activities of the facility, including without limitation, the cultivation, harvesting, trimming, drying, curing and packaging of Marihuana, and all other related activity permitted under Applicant’s License or Permit will occur indoors.

ii. No marihuana or paraphernalia shall be displayed or kept in the facility so as to be visible from outside the Permitted Premises.

K. Security

i. Plan

Applicant will maintain, at all times, a centrally-monitored security and alarm system on the premises that meets or exceeds state regulatory requirement.

Applicant will maintain policies and procedures to include:

a. Regular drills of the security protocols and emergency plans;
b. Controlled and restricted access to the Permitted Property and Permitted Premises to employees, agents, and owners of Applicant, and law enforcement or state or local authorities as necessary to ensure Applicant’s compliance with state and local laws.
c. Internal and external cameras with 24-hour monitoring and off-site recording;
d. Installed panic buttons
e. Limitations on the amount of currency and marihuana stored onsite;
f. Cooperation and coordination with local law enforcement;
g. Permitted premises will only be able to be accessed through a combination of security locks and access codes; and
h. The ability to remain operational during a power outage with battery back-up.

ii. Security Surveillance Cameras
Security surveillance cameras will be installed to monitor all entrances, along with the interior and exterior of the premises, which will capture all areas of the property unless otherwise prohibited by law, including unobstructed video surveillance of all enclosed areas, unless prohibited by law, including all points of entry and exit that shall be appropriate for the normal lighting conditions of the area under surveillance.

iii. Security Recordings and Documentation
   a. All security recordings and documentation will be preserved for at least 30 days and made available upon request by any law enforcement.

iv. Robbery and Burglary Alarm System
   Applicant will employ an alarm system that meets state requirements and obtains state approval. Specifically,
   a. Applicant will employ a centrally alarmed and monitored security system that will be monitored 24 hours a day, 7 days a week for the Permitted Premises pursuant to the attached service agreement.
   b. There will be a perimeter alarm on all entry points and perimeter windows of the Permitted Premises.
   c. A failure notification system will provide an audible, text, or visual notification of any failure in the surveillance system. A panic button and alarm will directly notify the local law enforcement agency having primary jurisdiction.

v. Storage of Marihuana and Currency
   a. Applicant will store usable marihuana that is not otherwise in the process of being dried, trimmed, cured, packaged, or distributed including packaged and un-packaged usable marihuana, and currency in a secured locked safe that is permanently affixed to the premises.

I. Ventilation Plan/Air Filtration System
   i. Applicant’s facility operation and design will provide sufficient measures and means to minimize any impact to adjacent uses, including the control of odor by maintaining and operating an air filtration system so that no odor is detectable outside the Permitted Premises.

   ii. Applicant’s equipment and methods to control odor include a comprehensive air filtration system, consisting of
       a. Activated Carbon Filters.
       b. Heavy Duty Ventilation Fans.

   iv. Details and specifications of the equipment used for Applicant’s ventilation and air filtration plan are attached.
v. The total enclosed space in which harvested marihuana will be stored amounts to approximately 300 sq. feet. Applicant will use an advanced filtration system rated appropriately for the area.

vi. The air filtration system will be maintained in working order at all times and will be in use at all times. Filters will be changed a minimum of once every 365 days.

vii. In addition to the use of an air filtration system, Applicant will mitigate odors by keeping doors and windows closed at all times, except the minimum amount of time needed to allow ingress and egress to the building.

M. Toxic/Flammable/Hazardous Materials
i. Applicant’s use of toxic, flammable, or other harmful, hazardous, or combustible materials will be limited to plant nutrients and pesticides and cleaning products. The facility may use the following nutrients and pesticides:

a. CocoTech Bloom A
b. CocoTech Grow A
c. CocoTech Premier Nutrient
d. FloraBloom Nutrient System
e. FloraGrow Nutrient System
f. Golden Tree Plant Food.
g. Nutra Green 5-10-5 plus Micronutrients Foliar Spray
h. Diatomaceous Earth
i. Neem Oil
j. PyGanic Pro Pyrithrin 5% MGK Miticide

ii. The facility may use the following commercial cleaning products, along with the following household products: materials regulated by government agencies:

a. Ultra Dawn Lemon Dish Soap
b. Nature’s Source Toilet Bowl Cleaner
c. Fantastik Antibacterial Heavy Duty All Purpose Cleaner
d. Windex Original Glass Cleaner
e. Novo Foaming Instant Hand Sanitizer
f. QuickSan Food Contact and Surface Sanitizer

iii. The materials will be stored in secured and ventilated cabinets. All combustible or reactive materials will be stored separately.

iv. Materials will be handled, stored, and disposed according to specifications in each Material Safety Data Sheet.

v. Material Safety Data Sheets are attached. (Exhibit “4”).
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA and applicable local ordinance guidelines to prevent the waste marihuana from being possessed or ingested by any person and animal.

i. Applicant's current, preliminary waste disposal plan consists of shredding and grinding damaged and unusable plants, roots, seeds, stalks and harvested marihuana and mixing it with one of several lawful over-the-counter products, such as sawdust or cat litter to render it unusable, unrecognizable, and unpalatable, and then discarding in secured bags as part of its solid waste disposal.

ii. The State of Michigan's Marihuana Licensing Board may require or suggest as a part of its regulations, expected sometime in November, one or more alternative waste disposal options including, but not limited to, waste disposal through the secured transporter system, waste mitigation through THC extraction methods (rendering the marihuana waste product inert) or some other method. Applicant warrants that it will comply with all state and local requirements as to waste disposal, but further commits to its current preliminary plan to render all marihuana waste unrecognizable, unusable and inaccessible regardless of state or local requirements.

IV. COMMUNITY RESPONSIBILITY AND CONCLUSION
Although marihuana has been used as a medicine across the globe for hundreds of years, its commercial production and sale is new to us, this state, and your community. We appreciate the opportunity to show Orion Township that Marihuana can be safe and accessible to a community while providing jobs and local economic growth. We look forward to being productive and responsible community partners, and will work with the Township toward that goal.
G. Township Permits & Compliance
Charter Township of Orion
2325 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTIONS
AND VIEW RESULTS
ONLINE
http://AccessMyGov.com

PM20-0156


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Work Description: Building B
Heat <250,000 (5), Heat >251 (26), Ducts (3), A/C (3), each additional ton (286), unit heater (25) and registration

Stipulations:
Estimated Cost: $0.00

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Fee Total: 6,875.00

Inspector:
BRIAN CLAYCOMB
(248) 830 9005
mechinspector@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET
NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
**Type of Construction:** 2B  
**Occupancy Group:** F-1  
**Edition of Code:** 2015 MBC/MRC

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**Work Description:** Interior build out of existing "Building B" shell for operation as a grow and cultivation facility

**Estimated Cost:** $6000000.00

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**Fee Total:** $0.00

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I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

**PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.**

**POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET**

**NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT**
## Permits and Fees

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**Total Fee:** 0.00

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Inspector:
BILL HYDER  
(248) 866 3373  
eleoinsp@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

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**PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.**

---

**POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET**

**NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT**
Charter Township of Orion

2525 Joslyn Rd  Lake Orion, MI 48360  PH 248-391-0304 Ext 6000

BUILDING DEPARTMENT

FIRE SUPPRESSION

PFS20-021

SCHEDULE INSPECTION

Please call the
Fire Department
248-978-5143

Type of Construction: ____________________ Occupancy Group: ______________ Edition of Code: __________________

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Work Description: Building B
Fire Suppression

Please contact Jeff Williams to schedule your inspection

Stipulations:

Estimated Cost: $0.00

Inspector:
Jeffrey Williams
jwilliams@oriontownship.org

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PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion  
BUILDING DEPARTMENT  

**Plumbing**  

**PP20-083**  

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**Work Description:** Underground plumbing for grow rooms and sanitary lines for new bathroom group, hot and cold city water.  

**Stipulations:**  

**Estimated Cost:** $0.00  

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**Inspector:**  
TOM KATICH  
(248) 343 2012  
plmbsinspect@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 110 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.
H. Litter & Waste Removal Plan
Litter & Waste Removal Plan

All biological waste product will be rendered unrecognizable by grinding it in an industrial grinder and combining it with other non-consumable solid waste, including the media in which we cultivate plants, Rockwool. The inclusion of inert material renders the combined solid waste unusable. All waste will be stored in a locked dumpster that is emptied at minimum once per week.

The company intends to employ particulate filtration in areas where waste is stored and processed, which minimizes potential exposure and impact to the outside environment. The facility, which is designed around large water chillers, is designed to circulate air rather than ventilating it. This process helps to avoid excess exposure of odors to the surrounding community.
I. Noise, Dust, Vibrations, Glare & Fumes Plan
Noise, Dust, Vibrations, Glare, Fumes or Odors Plan

Excessive Noise, Dust, Vibrations, Glare and Marijuana odors emanating from our facilities are a valid concern for the community and our neighbors. This plan details the measures deployed to ensure that minimal noise, dust, vibration, glare, fume or offensive odor is emitted from the facility, the response if it occurs, and that the measures remain effective over time.

This plan is our commitment to the Orion Township that we will be in compliance with regulations of the city and the administrative rules and that we will not operate in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property.

We will not vent noxious dust, odors, gases or fumes to surrounding areas.

We will mitigate dust and noxious odors by engaging in the following activities:

1. Adequate design measures to seal the building;
2. Utilizing a heating, ventilation, and cooling (HVAC) System designed to move an appropriate amount of air (cfm) throughout the facility to disperse odors;
3. Using industry leading MERV-13 HEPA filters in addition to FILTR, Blue Zone & Puradigm units in each room throughout the facility.

I. DESIGN MEASURES TO SEAL THE BUILDING

We intend to renovate our building in a manner that focuses on effectively sealing all interior rooms and exterior access points. Each room is enclosed in 12”, interlocking insulated panels which are designed to form an airtight seal. For additional protection, butyl caulik is applied at each joint to accommodate any flaws in the panels.

Caulk is also applied to seal any openings into the panels, including plug outlets, doorways, sprinklers, and anything else that could allow air flow. Our doors are fiberglass, weather stripped and employ a drop seal to press additional weather stripping against the floor when closed to maximize the seal all the way around.

II. MERV-13 HEPA FILTRATION SYSTEM

The purification of air throughout our facility is a top priority for both the health of the plants and the environment we subject our employees and the local community to. In an effort to target and reduce contamination, mold, bacteria, odor, dust, and fumes, we employ a variety of filtration systems in all rooms where marihuana plants are grown.

Each room will utilize clean room grade HEPA filtration units filtering down to 0.01um and providing up to 5 complete air changes per hour. These units also utilize a carbon filter which focuses directly on the removal of smells and volatile organic compounds.

In addition to the HEPA filters, each room will have Puradigm units to help reduce airborne and surface contaminates, and Agrify Bluezone UV filtration units, known to destroy 99.9%+ of both bacteria and mold. Both of these systems aid in odor elimination and containment.
As filters age, they become clogged with impurities, and ultimately less effective. As such, we will develop a maintenance schedule to inspect the filtration units regularly and to replace them per the manufacturer’s recommendation or at an expedited pace based on their usage in these environments.

III. VIBRATION MITIGATION

Exterior mounted cooling equipment is mounted on isolation pads to dramatically reduce vibrations that would otherwise be created by such large equipment.

IV. EVALUATING THE EFFECTIVENESS OF NOISE, DUST, VIBRATIONS, ODOR & FUME CONTROL MEASURES

Key site leadership roles will be trained to assess the production and escape of odors, dust, fumes and glare from the facility. We also anticipate a strong and friendly relationship with the local communities and will welcome feedback about any exhaust from the building. Should these assessments or the community ever determine that our levels are beyond acceptable, we will re-evaluate this plan and engage professionals to further refine our practices and properly mitigate the problem.
J. Spent Water & Soil Safety Plan
Spent Water & Soil Safety Plan

Wastewater Treatment Plan:
Wastewater generated during the cultivation of marihuana or marihuana products shall be disposed of in compliance with all applicable state and local laws and regulations. Despite the amount of water used in the cultivation process, there is very little water waste. The majority of water is used by the plants or evaporated out of the collection dishes upon which the plants sit. Any water that is used to rinse the plants or clean the facility or for any other purpose shall be rendered clean through both reverse osmosis and UV light after standard filtration methods, and either reused by the facility or discharged through a monitoring manhole where it can be monitored to comply with all local ordinances.

The Cultivation Facility will include an Ecowater RO purification system. Ecowater Purification Systems are the leading water filtration manufacturer in the industry, helping cultivators diagnose and solve every water problem imaginable. Ecowater designs systems to treat any water source including city water, well water, nutrient runoff water, wastewater, and condensate runoff.

Soil Safety Plan
The cultivation facility will not use soil—instead, all media for the purposes of growing plants will be rockwool, a lightweight hydroponic substrate made from spinning molten basaltic rock into fine fibers which are then formed in a range of cubes. This product will be disposed of through the grinder and mixed with biological waste in a locked dumpster.
K. Security Plan
SECURITY PLAN

Pure Green is committed to being a leader in Michigan’s cannabis industry and a trusted resource for the communities, consumers and clients we service. Essential to fulfilling this commitment is our ability to effectively protect our product from criminal repurposing throughout the facilities.

This Security, Surveillance and Diversion Prevention Plan details the physical and electronic security measures we employ to deter, detect, and inhibit the theft, diversion, and loss of Marijuana, and to prevent unauthorized conduct with respect to the storage and dispensing of Marijuana.

We have extensively researched and designed our Grow Facility to maximize security. The facility shall be built with enhanced security and stringent safety features to eliminate any potential for diversion. Our facility will be equipped with numerous motion sensors and exterior intrusion sensors that will be linked to local law enforcement. To prevent unauthorized entry and stop diversion, theft, or loss of marijuana, every square inch of the facility shall be continually monitored by high definition security cameras and commercial-grade equipment. Security systems will be positioned so they closely monitor activities at strategic risk points and watch for any strange behavior or movement. Marijuana shall not be visible to any person from the exterior of the Grow Facility.

We will create a culture of responsibility, accountability, and strict security surrounding all aspects of the facility. The stringent operating procedures outlined below demonstrate a commitment to employee and public safety above all other operating values. From receipt to sale, we are committed to preventing diversion by implementing a comprehensive security strategy. Employees will be extensively trained to understand that security is a primary obligation for everyone at our facility.

We will have comprehensive security policies and procedures for the Grow Facility, which address measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the facility. Employees will receive on-going training regarding our security protocol and the Site Manager shall ensure all employees follow policies and procedures regarding the security of the facility. The Site Manager shall implement and maintain employee training policies and procedures for security training. All employees shall aid in the security of the Grow Facility through prevention, awareness, reporting, and responsible incident management. All employees shall be required to immediately report security breaches and incidents of non-compliance to their supervisor, and in case of sudden emergency, immediately to law enforcement by either striking a panic button or calling law enforcement directly.

We will make our facility available and open to inspection, at all times, for law enforcement, representatives of the Department and law enforcement, when necessary to perform their duties.

PHYSICAL SECURITY

The facility shall be designed to maximize security and stop the potential for diversion. Access to the secure facility shall include safety and security mechanisms that prevent unauthorized entry. All doors will be burglary-resistant material, with commercial-grade, non-residential locks. Additionally, exterior doors, as well as limited access area entries, will be automatic locking and equipped with electric strike and keycard access hardware. All doors are setup to fail secure, which means in the event of a power failure, the doors will remain locked and only be accessible via a master key.
The Grow Facility’s main entrance vestibule shall include a mantrap to control passage from the public access area to the limited access area. We will strive to install Underwriter’s Lab (UL) approved locks and lock cylinders, which are rated as burglary resistant. We will also install local alarms on all fire exits and other perimeter doors not authorized for employee or visitor use. Our alarm system will be monitored after business hours with live monitoring through a licensed security monitoring company. If there are ever any after-hours issues, the live monitoring system will be linked directly to law enforcement and the Site Director, among other key personnel.

We shall ensure that trees, bushes, and other foliage outside of the premises do not allow people to conceal themselves from sight. The surveillance system’s cameras shall be capable of certain identification of persons (including facial features), license plates, vehicles, the immediate surrounding areas, and any activities occurring within any area of the premises, and the parking area, and within twenty feet (20’) of all entry and exit points of the premises. Cameras will cover every square inch of the facility.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.

LIGHTING

Exterior lights at all points of entry and exit shall remain constantly illuminated to allow for recording. Lighting on the outside perimeter shall allow cameras the ability to record any suspicious activity. Timed-delay switches shall be used to turn off non-essential interior lights, which shall not remain lit after employees have left the facility. Motion detecting lights shall be installed in areas that are entered and exited infrequently. The exterior of the facility shall be lit by commercial LED light fixtures sufficient to facilitate twenty-four-hour surveillance. Exterior lights in the parking area will remain on from dusk until dawn.

SECURITY EQUIPMENT

Our security equipment shall be designed, installed, and maintained to deter and prevent unauthorized entrance and theft of marijuana products at the facility. Security equipment shall be installed by a commercial, licensed service provider. All equipment shall be compliant with Department rules and all state and local laws, regulations, ordinances, and other requirements.

ENTRY AND EXIT ELECTRONIC EQUIPMENT AND PLACEMENT

Our entry and exit electronic access equipment will consist of the following:

- Electric strike locks on all doors in the Grow Facility with the ability to override access control for emergency exit even during a power outage.
- RFID proximity card access control devices for all interior doors and all exterior entrances and exits into the Grow Facility.
- Access control system that allows for programming or uploading individual user permissions and allowed entry times, as well as operations-specific information including employee photos.
- A backup power supply system that immediately provides power for at least twenty-four (24) hours in the event of a power outage.
- Main system operating equipment will be kept in the security room, a limited access area.
• Access control system that monitors and records:
  o Identification of employees or visitors entering and exiting.
  o Date and time of entry and exit.
  o Length of time in specific area.
  o Any unauthorized attempts for access.

ALARM SYSTEM

We shall have a professionally monitored security alarm system installed at our facility. Monitoring of the alarm system shall be twenty-four (24) hours a day, seven (7) days a week. We shall notify the Department of any intent to change our security alarm service provider. Upon request, we will make available to the Department all information related to the alarm system, monitoring, and alarm activity. The alarm system shall consist of the following:

• Appropriate equipment necessary to monitor activity inside and outside the Grow Facility, including:
  o All entrances and exits.
  o Roof hatches.
  o Rooms with exterior windows.
  o Rooms with exterior walls.
  o Rooms containing marijuana.
  o Rooms containing safes or vaults.

• A backup power supply system that immediately provides power in the event of a power outage.

• Main system operating equipment is kept in the Main Office Surveillance/IT Room, a limited access area.

• All telephone junction boxes or rooms where alarm telephone circuits terminate are locked, tamper-protected, and all labels or tags identifying these alarm circuits have been removed.

ALARM SYSTEM COMMUNICATION

The alarm system shall include an electronic or mechanical system that, upon activation, is programmed to send a prerecorded voice message, via telephone, radio frequency, or other communication system, to appropriate law enforcement authorities or other emergency services. In addition, the alarm system shall be equipped with a failure notification system that notifies the alarm monitoring service provider of the system failure via audio, text, visual, or audiovisual message, within a maximum of five (5) minutes of such failure.

ALARM SYSTEM TESTING

We shall bi-annually conduct an onsite inspection and test of the entire alarm system to determine needed repairs and adjustments.

ALARM SYSTEM RECORDS

We shall keep and maintain alarm system records and will make available to the Department all
information related to the alarm system, monitoring, and alarm activity. These records shall include the following:

- The name of the alarm installation and monitoring service provider.
- Copies of service contracts.
- A map of the Grow Facility showing the location and operation of each alarm system component including alarm telephone circuits.
- A list of authorized users.
- Manufacturers’ instructions for operating and maintaining the equipment.
- Testing and maintenance logs.
- Reports of any incidents triggering an alarm.
- Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

SURVEILLANCE SYSTEM

We shall have a fully operational electronic surveillance system installed at our facility. We shall notify the Department of the intent to make any changes to the surveillance system. Upon request, we will make available to the Department all information related to the electronic surveillance system installed at our facility. The surveillance system shall consist of the following:

- Appropriate equipment necessary to video record activity inside and outside the Grow Facility, including:
  - All entrances and exits into and out of the Grow Facility.
  - Roof hatches or skylights.
  - Rooms with exterior windows.
  - Rooms with exterior walls.
  - Rooms containing safes or vaults.
  - All entrances and exits of security rooms and limited access areas.

- Appropriate equipment to record keycard entry and exit activity of all our employees and visitors.

- A backup power supply system that immediately provides power in the event of a power outage.

- A dedicated safe or vault to store all entry/exit records and video recordings in the Office Surveillance/IT Room, in a limited access area.

- Main system operating equipment is kept in the main office Surveillance/IT Room.

VIDEO SURVEILLANCE EQUIPMENT

Our video surveillance equipment will consist of the following:

- Network video recorders with a record rate of a minimum of thirty (30) frames per second.
- Cameras with a minimum resolution of 1920 x 1080 pixels.
• Cameras with infrared capabilities to capture images in low or no lighting conditions.
• Cameras with capabilities to identify activity occurring within twenty feet (20°) from all points of entry and exits into and out of the exterior of the Grow Facility.
• Video monitors.
• Digital archiving device.
• Capabilities to produce a color still photograph from any camera image, live, or recorded.
• Capabilities to accurately display the time and date on recorded images or video
• Color printer that can immediately produce a clear, color still photo, either live or recorded, with a resolution of 9600 dpi and the image quality is relative to the camera being used to capture the image.

CAMERA COVERAGE PLACEMENT

We will install at least One Hundred (100) security cameras. The security cameras will be permanently mounted and in a fixed location. Each camera at the Grow Facility shall be placed in a location that allows the camera to clearly record activity occurring within twenty feet (20°) of all points of entry and exit on the Grow Facility. The cameras will cover every square inch of the facility. The cameras shall allow for the clear and certain identification of any person, including facial features, and activities, including sales or transfers, in all areas of the Grow Facility. The security cameras shall monitor and record all areas of the Grow Facility including:

• All areas where marijuana or products are present, including activities related to:
  o Weighing, packaging, and labeling.
  o Storing, preparing for sale, loading/unloading, or moved within the Grow Facility.
  o Waste Disposal
• Limited-access areas and security rooms, including transfers between rooms and areas.
• Areas storing a surveillance system storage device with at least one (1) camera recording the access points to the secured surveillance recording area.
• All entrances and exits into and out of the exterior of the Grow Facility, recording both indoor and outdoor vantage points.
• Outdoor trash receptacles.
• Roof hatches or skylights.
• Rooms with exterior windows.
• Rooms containing safes or vaults.
• All areas where cash is counted, transferred, or stored.
• All areas where records are stored.

Cameras shall not be installed in bathrooms or any other area where a legitimate expectation of privacy exists. Camera placement shall ensure:

• Visibility of activities is not obstructed by lighting equipment covers, fixtures, or other equipment.
• A clear and certain identification of all individuals and activity at the Grow Facility.
• Identification of activity occurring within twenty feet (20') from all points of entry and exit into and out of the exterior of the Grow Facility.

SURVEILLANCE FAILURE NOTIFICATION

The surveillance system shall include a failure notification system that alerts the Site Director and other key site personnel of any interruption in surveillance and/or the complete failure of the monitoring system. The notification shall be within a maximum of five (5) minutes of such failure via audio, text, visual, or audiovisual message. Additionally, an alarm shall signal the Security Officer on duty whenever an unauthorized entry is attempted.

SURVEILLANCE TESTING

We shall ensure that the surveillance system is properly maintained for playback quality so that images can be seen and the identity of all individuals and activity in surveillance areas are captured. We will schedule and oversee all required maintenance of security equipment in accordance with manufacturer recommendations. Any equipment failure identified shall be corrected as soon as possible. All security equipment shall be in good working order and shall be inspected and tested at regular intervals.

INFORMATION TECHNOLOGY SECURITY

We shall ensure the security of our hardware, software, data, and communications networks, including the following information technology (IT) maintenance:

• Software registration.
• Security patches.
• Malicious software prevention.
• Account management.
• Security status and network access monitoring.
• Disposal and redeployment.
• Employee IT security training.
• Vulnerability assessments.

Access to protected information shall be restricted to essential employees only. Access may be granted to authorized representatives of the Department and other government officials if necessary to perform their official duties. Examples of protected information include:

• Security and cash management procedures.
• Asset and inventory lists.
- Network data.
- Floor plans of critical areas.
- Password and code records.
- Customer records.
- Employee records.

PRODUCT SAFETY AND SECURITY

We shall develop and implement procedures that ensure product safety and security and are compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures shall include measures that:

- Minimize the risk of diversion or theft of marijuana.
- Minimize the risk of contamination from incoming materials.
- Ensure proper storage conditions that maintain the quality and purity of our marijuana products.

MATERIAL RECEIVING

All deliveries shall be verified at the front entrance to the facility before allowed access to the loading areas. All materials received will be documented. No material may be received unless its shipping documentation matches the corresponding purchase order or separate approval is given by the Site Manager. Employees shall notify the Site Manager of any shipment discrepancy immediately and shipment may not be accepted without the Site Manager’s approval.

PRODUCT STORAGE SECURITY

Storage areas shall be designed to provide adequate lighting, ventilation, temperature, humidity, space, and equipment. All storage areas shall be maintained in a clean and orderly condition, free from infestation of pests, and in accordance with our security measures and Security Plan. The Grow Facility Manager shall ensure secure containers containing marijuana products remain dry, well ventilated, have temperature-control features to avoid extreme temperature fluctuations and appropriate odor-control features. These proper storage environments ensure product storage does not lead to product contamination or loss of quality.

The storage areas containing marijuana products shall be designed for security and ease of maintenance. We shall establish product storage and security policies and procedures compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Under no circumstances may any product be transferred without following our policies and procedures and all the rules set forth by the
Department and all applicable state and local laws, regulations, ordinances, and other requirements. Storage policies and procedures shall include:

- All equipment and any areas used for the processing or storage of marijuana shall be securely locked unless in use.
- All areas used for the storage of marijuana shall be on a time lock and only accessible during regular business hours.
- Inventory shall be reviewed and documented at the beginning and close of each day.
- All areas where marijuana product is stored will be monitored by the surveillance system.

DIVERSION PREVENTION

Investigation of possible diversion and developing policies to prevent it will be conducted by a team of our senior officials, including our CEO, COO, and Director of Compliance. Collectively, they will be known as the Diversion Prevention Team or DPT. The team will have multiple responsibilities including:

- Investigating allegations of diversion
- Developing policies and procedures to prevent diversion
- Managing performance improvement measures
- Providing overall direction for the program.
- Reporting confirmed cases of diversion to law enforcement

The DPT will also integrate information from external sources and environmental factors to improve safety and security at facilities. External sources and environmental factors may include news reports, trade and patient associations, law enforcement bulletins, et cetera. Standard operating procedures shall be updated to incorporate new sources of information and prevent diversion.

WORKING WITH LAW ENFORCEMENT

We deeply value and respect the work of local law enforcement. Police officers are on the front lines protecting our safety. Therefore, our Company, through the DPT, will form a partnership with law enforcement. This partnership will be rooted in a shared responsibility for the safety of the community. Upon request, law enforcement will have access to employee records and Grow Facility operations. Company will also engage with first responders like EMS and fire to establish emergency response protocols. This will create a close working relationship and enhance our ability to provide a secure and positive experience for our employees and the community.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.
EMPLOYEE TRAINING

We know that having a trained and educated workforce is paramount to having an effective diversion strategy. Therefore, a considerable amount of time, resources, and energy will be devoted to ongoing diversion prevention training. The training curriculum will be conducted by the DPT. At a minimum, the training curriculum shall include:

- Compliance regulations for grow facilities.
- State laws and agency rules regulating the use of marijuana.
- Strategies for preventing diversion.
- Criminal and civil consequences for diverting product.
- Security and safety standard operating procedures.
- Chain of command for reporting diversion.
- Incident management.
- Daily operating procedures.

Diversion prevention trainings are mandatory for every new employee. Additionally, each employee shall be required to participate in quarterly continuing education trainings on diversion. Training materials will be outcome driven. Employees will be given real world examples of diversion and taught the appropriate response. Teaching the material through the learning principles of problem solving, discussion, and feedback will empower and increase understanding and retention of the training. This process of integrating knowledge will develop a culture of shared values, perspectives, and become the way of daily conduct and purpose at the Grow Facility.

Employees will have access to diversion prevention training materials at all times. There will be no excuse and zero tolerance for not knowing the proper policies and procedures. Well-maintained employee training records displaying documented training dates and subject matter will preserve and increase compliance, continuity and understanding of all guidelines, security procedures, safety, and incident response. Employee training records will become a written testament of the detailed information and accountability of security education.

INVESTIGATION OF DIVERSION

Due to intense and robust security operations, we do not anticipate diversion at our facility. However, it is important to be prepared for any scenario. We have developed an enhanced investigation procedure for any allegations or reports of potential diversion. Any allegation or report will be fully and immediately investigated by the DPT with established processes and timeframes.

Security policies developed by our Company outline that the first step of investigation is to preserve all possible evidence. Evidence needs to be persevered for the investigation and may be used in future disciplinary matters. The second step of investigation shall be to review all camera footage and other relevant information technology. Each marijuana product is tracked from seed to sale. Therefore, if diversion occurred, it will likely appear in an audit of the tracking software. The third step of investigation will be to interview the employee who engaged or
allegedly engaged in diversion. This step can only be executed if enough evidence is gathered to narrow down the suspect. The goal of the interview is to get the subject to confess how they diverted product to prevent future incidents from occurring. The fourth step of investigation will be to report the confirmed incident of diversion and suspect to law enforcement and the Department. The Site Manager shall be the point of contact for all law enforcement inquires and will turn over all relevant evidence to law enforcement and the Department. The final step of investigation is to develop policies and procedures to prevent the incident from happening again. Once new policies have been developed by the DPT, an all staff training shall be given. The training will be a top down review of all security policies including any updated procedures.

INCIDENT RESPONSE

We shall establish incident response procedures addressing any incident that may occur, including natural disaster, unauthorized access, theft, or IT security breach. Procedures shall be in accordance with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures for general emergency and incident management, containment, and corrective measures shall be thoroughly detailed. The Director of Compliance shall ensure the appropriate response procedures are followed. All employees shall receive incident response training annually. The Site Manager shall determine the category and severity of the incident and determine the next best course of action. All discussions, decisions, and activities shall be documented.

We shall immediately notify appropriate law enforcement authorities and the Department immediately after the discovery of a reportable incident as defined by state and local laws, regulations, ordinances, and other requirements. Examples of an incident may include, but are not limited to:

- Theft or physical loss of marijuana or confidential records.
- Breach of our network servers.
- Robbery or unauthorized entry in the Grow Facility.
- Threats of violence to the Grow Facility, employees, or visitors.
- Bomb threats.
- Any criminal activity.
- Civil disturbances.
- Hazardous spills.
- Infectious disease epidemic.
- Serious accidents.
- Fires.
- Earthquakes.
- Floods.
- Windstorms or tornados.
INCIDENT REPORTING

Anyone with knowledge or a reasonable suspicion of an incident is instructed to make an immediate report to the Grow Facility Manager or the Site Manager. The person reporting the incident shall complete the Incident Log.

- Date and time of occurrence or suspected occurrence.
- Names and contact information of parties involved and any witnesses.
- Description of incident.
- Completed Suspect Description Forms, if applicable.
- Any evidence supportive of the event (unless law enforcement is required on scene or en route).

We shall notify appropriate law enforcement authorities and the Department immediately after discovering the following:

- Discrepancies identified during inventory; diversion, theft, or loss of marijuana; or any criminal action involving an employee.
- Theft, robbery, or burglary; sale to minors; diversion of marijuana or marijuana products; or any other crime related to marijuana.
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person.
- Unauthorized destruction of marijuana.
- Any loss or unauthorized alteration of records.
- An alarm activation or other event that requires a response by public safety personnel.
- Integrity of the inventory management system compromised.
- An IT security breach.
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours.
- Any other breach of security defined by the rules set forth by the Department.

UNAUTHORIZED ENTRY/ROBBERY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, or product due to unauthorized entry, employees shall be trained to perform the following:
- Notify law enforcement utilizing a panic alarm, only if it can be safely done without being obvious to the robber.
- Do not resist the robber or use or encourage the use of weapons or force against the robber.
- Try to inform the robber of any potential surprises (e.g., an employee is due back from lunch or the building alarm is set to be tested).
- Try to keep employees and visitors, if applicable, calm during the robbery.
- Try to alert other employees of the situation using pre-determined signals or text messages, only if safe to do so.
- Follow the robber's commands in order to shorten the time of the incident. Do not argue with the robber, but do not volunteer to help.
- If the robber demands a certain amount of money or product, only give them that amount.
- Be observant in order to be a good witness. Try to remember:
  - The number of robbers.
  - The physical characteristics of the robber(s), such as weight, scars, tattoos, hair color, or speech patterns.
  - The clothing worn by the robber(s).
  - Any names used by the robber(s).
  - A description of any weapons shown, such as barrel length and color, color of the grip, or automatic or revolver.
- If the robber uses a note, try to place it out of sight to retain it as evidence.
- Do not follow a robber.
- Secure the Grow Facility and place a notice that the business is closed due to an emergency.
- Call the police and ambulance, as needed, immediately and request that witnesses stay or obtain their contact information.
- Provide aid to injured people.
- Do not discuss the robbery with any outside parties until police and management has given authority to do so.
- Do not estimate the amount of money or product that was taken until an inventory has been performed.

Corrective procedures that may be required to return conditions to a normalized and secure state:
- Change all security codes.
- Replace locks and issue keys only to authorized employees.
- Ensure any video of the incident is archived.
- Restore security devices and/or apparatus to working condition.
- Repair any physical damage to the Grow Facility.
- Provide employees and visitors, if applicable, counseling, as needed.
- Perform a security re-training as soon as possible.
- Modify Employee Access Control Log as deemed appropriate.

INTERNAL THEFT/BURGLARY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, product due to internal theft or burglary, employees shall be trained to perform the following:

- Identify missing or compromised assets.
- Gather, remove, recover, and secure sensitive materials to prevent further loss or access.
- Power down, recycle or remove security equipment known to be compromised.
- Where possible, secure the premises for possible analysis by the Department and law enforcement.
- Gather and secure any evidence of illegal entry for review by the Department and law enforcement.
- Where possible, record identities of any party who might be a possible witness to events.
- Preserve video recordings and Visitor logs for review by the Department and law enforcement.

Corrective procedures that may be required to return conditions to a normalized and secure state:

- Retrieve or restore assets where possible.
- Store all sensitive materials and products in a secure manner (e.g., lockable cabinets or storage areas/container).
- Replace locks and issue keys only to authorized employees. Update the Employee Access Control Log as necessary.
- Restore security devices and/or apparatus to working condition.
- Remove and retain unauthorized equipment from network and/or area.
- Implement physical security devices and improvements (e.g., equipment cables, alarms) as deemed appropriate.
- Perform a security re-training as soon as possible.
FIRE PROCEDURES

If a fire does not present an immediate danger to personal safety, one (1) employee shall try to extinguish the fire. If a fire presents an immediate danger to personal safety, a fire alarm shall be pulled and a call to 911 shall be immediately made and evacuation of the building shall occur all at once.

Evacuation of Grow Facility

Any director or manager may determine the need to evacuate. Reasons for evacuation may include:

- Fire.
- Bomb threat.
- A hostile or violent employee, visitor, or unknown person.
- Power outage.
- Earthquake.
- Water or gas leak.
- Hazardous spill.
- Robbery or hostage situation.

The Site Manager shall ensure that all employees and visitors, if applicable:

- DO NOT gather in lobbies.
- DO NOT open a door without first checking for heat.
- DO NOT touch any suspicious items or suspected bombs.
- DO NOT run or panic.
- DO NOT re-enter the building until authorized.
- DO assist disabled individuals or others who need assistance. Evacuate disabled individuals or others who need assistance ONLY under the direction of authorized emergency personnel or when there is an immediate threat to personal safety and security.

INCIDENT CONTAINMENT

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes required to quickly contain and minimize the immediate impact to personal safety, the Grow Facility, and other affected parties. Containment activities shall be designed to:

- Minimize harm to individuals.
- Counteract the immediate threat.
• Prevent propagation or expansion of the incident.
• Minimize actual and potential damage.
• Restrict knowledge of the incident to authorized employees.
• Preserve information relevant to the incident.

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes to quickly:

• Secure the environment.
• Restore the environment to its normalized state.

The Site Manager shall be actively engaged throughout the incident to assess the progress of all containment and corrective measures and determine at what point the incident can be considered resolved.

INCIDENT CONTAINMENT AND CORRECTIVE PROCEDURES

The Site Manager shall determine and implement the appropriate procedures required to quickly contain and minimize the immediate impact of an incident, as well as to quickly restore circumstances to a normalized, secure state. Containment and corrective measures shall be designed with the primary objectives of:

• Minimizing harm.
• Counteracting the immediate threat.
• Preventing propagation or expansion of the incident.
• Minimizing the actual and potential damage.
• Restricting knowledge of the incident to authorized employees.
• Preserving information relevant to the incident.
• Securing the environment.
• Restoring the environment to its normalized state.

POST-INCIDENT REVIEW, REPORT, AND FOLLOW UP

The Site Manager shall hold a Post-Incident Review after each incident has been resolved. The Post-Incident Review shall be scheduled within two (2) to three (3) weeks of the incident’s resolution and shall involve:

• Appropriate personnel, which may include affected parties.
• Examination of the incident and all related activities and events.
• Discussion on proposed changes to policy, processes, and safeguards.
All incident activities, from receipt of the initial report through post-incident review, shall be
documented. The Site Manager shall ensure all events are recorded, assembling these records in
preparation and performance of the post-incident review, and ensuring all records are preserved for
review. The following shall be included, at a minimum, in the Post-Incident Report:

- A description of incident events with specific timelines.
- Employee(s) involved.
- Non-Employees involved.
- Impact to affected parties.
- Discussions, decisions, and assignments made.
- Successful and unsuccessful activities.
- Notifications required or recommended.
- Steps taken for containment and resolution.
- Recommendations for prevention and remediation (short-term and long-term).
- Identification of policy and procedure gaps.
- Results of post-incident review.
- Any necessary follow-up actions.

The Post-incident Report shall be distributed to the Site Manager, the Grow Facility Manager, and
all other relevant parties for review. The Site Manager shall ensure the appropriate employees are
assigned to any follow-up actions. The Site Manager shall document the completion of all follow-
up actions in the Post-incident Report and distribute an updated copy.

SECURITY SYSTEM RECORDS

We shall keep all necessary books and records in order to render a full account of all operations
conducted at the Grow Facility under our license for the year to date and the five (5) years prior.
We shall keep books and records of the Grow Facility from the previous six (6) months (or the
complete copies of such records) in the Grow Facility at all times. All marijuana related records
shall be retained in the inventory management system. All surveillances recordings shall be
retained, at a minimum for at least sixty (60) days, unless in instances of investigation or inspection
by the Department, through its investigators, agents, auditors, or the state police, in which case the
licensee shall retain the recordings until such time as the department notifies the licensee that the
recordings may be destroyed. Our standard operating procedures shall detail the maintenance of
records and measures for addressing and reporting any loss or unauthorized alteration of records.
The Department, upon request, shall have full access to all Grow Facility records and surveillance
recordings.

We shall keep and maintain security and surveillance system records and recordings in the Grow
Facility and copies stored on a secure cloud storage. These records shall include, at a minimum,
the following:

- The name of the surveillance equipment installation service provider and all equipment
  manufacturers.

- Copies of any service contracts.
• A map of the Grow Facility showing the location and operation of each surveillance system component, including the direction of camera coverage.

• A list of authorized users.

• Manufacturers' instructions for operating and maintaining the equipment.

• Testing and maintenance logs.

• Reports of any incidents of unauthorized entry.

• Employee Access Control Logs.

• Visitor Registration Logs.

• Authorized Visitor Access Control Logs.

• Incident Logs and Post-Incident Reports.

• Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

• A log of the recordings, which includes:
  o The identities of the employee or employees responsible for monitoring the video surveillance system.
  o The identity of the employee who removed the recording from the video surveillance system.
  o The identity of the employee who destroyed any recording.

• Video surveillance recordings shall be:
  o In a digital format that ensures authentication of the recording as being legitimately captured without alterations.
  o Easily accessible and in a format that allows for viewing and copying.
  o Embedded with the date and time without significantly obscuring the picture.

We will maintain a log of all recordings, which will include a minimum:

• The identities of the employee or employees responsible for monitoring the video surveillance system.

• The identity of the employee who removed the recording from the video surveillance system storage device and the time and date removed.

• The identity of the employee who destroyed any recording.

Video surveillance recordings shall be stored on an NVR that is server-based with storage as required to meet recording rate and retention. This system shall be password-protected and separate from any other equipment in the Grow Facility. The files and video surveillance recordings shall be available for inspection, upon request, by authorized representatives of the Department and other government officials when necessary to perform their official duties.

After the expiration of the retention period, and before selling or closing the facility, the surveillance video recordings shall be erased, destroyed, or otherwise disposed. We shall not destroy any surveillance video recordings if we have knowledge or should have knowledge of any ongoing criminal, civil, administrative, or other official investigations or proceedings for which the recording may contain relevant information. Additionally, we shall not destroy any surveillance
video recordings in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the recordings shall be retained until such time as the Department notifies us that the recordings may be destroyed.
**Security and Surveillance Equipment Room Access List**

This is the **current** list of individuals having access to our Security and Surveillance Equipment Storage Room. Only those on this list are essential to maintain security and surveillance operations. All others will be denied access to the Security and Surveillance Equipment Room.

This list is available to the Department or authorized agents immediately upon request.

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<tr>
<th>Name of Employee/Contractor</th>
<th>Authorized Entry by (Name of Manager)</th>
<th>Date Authorized</th>
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Security and Surveillance Equipment Room Access Log

Instructions: Use this log to record your access to the Security and Surveillance Equipment Room, entering the reason for your presence here and the date and time of access.

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<tr>
<th>Date</th>
<th>Name</th>
<th>Reason for Access</th>
<th>Manager Authorizing Access</th>
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ADDITIONAL DOCUMENTS
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF ORGANIZATION for PURE GREEN, LLC

ID Number: 801934144

received by electronic transmission on March 08, 2018, is hereby endorsed.

Filed on March 09, 2018, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of March, 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau
RESTATED ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Restated articles:

The identification number assigned by the Bureau is: 801934144

The name of the limited liability company is: PURE GREEN LLC

All former names of the limited liability company are:

The date of filing the original Articles of Organization was: 1/26/2016

Article I

The name of the limited liability company is: PURE GREEN, LLC

Article II

The purpose or purposes for which the limited liability company is formed for:
To engage in any activity for which a limited liability company may be formed under the Act.

Article III

The duration of the limited liability company if other than perpetual is: PERPETUAL

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office:
1. Agent Names: STEPHEN GOLDNER
2. Street Address: 4761 TARA CT
   Apt/Suite/Other:
   City: WEST BLOOMFIELD
   State: MI
   Zip Code: 48323

3. Registered Office Mailing Address:
   P.O. Box or Street Address: 4761 TARA CT
   Apt/Suite/Other:
   City: WEST BLOOMFIELD
   State: MI
   Zip Code: 48323

Article V

(Ininsert any desired additional provision authorized by the Act.)

THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

ARTICLE VI

NO MANAGER OF THE COMPANY IS LIABLE FOR THE ACTS, DEBTS OR OBLIGATIONS OF THE COMPANY. THE MONETARY LIABILITY OF ANY MANAGER OF THE COMPANY FOR BREACH OF ANY DUTY ESTABLISHED UNDER SECTION 404 OF THE ACT IS LIMITED TO THE FULLEST EXتين
IT PERMITTED BY THE ACT. THE COMPANY WILL INDEMNIFY AND HOLD HARMLESS EACH MANAGER FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, CLAIMS, AND DEMANDS SUSTAINED BY REASON OF ANY ACTS OR OMISSIONS OR ALLEGED ACTS OR OMISSIONS OF THE MANAGER, INCLUDING JUDGMENTS, SETTLEMENTS, PENALTIES, FINES, OR EXPENSES INCURRED IN A PROCEEDING TO WHICH THE MANAGER IS A PARTY OR THREATENED TO BE MADE A PARTY BECAUSE THE PERSON IS OR WAS A MANAGER TO THE FULLEST EXTENT PERMITTED BY LAW OR CONTRACT.

Complete section (a) if the Restated Articles only restate and integrate the Articles of Organization, otherwise, complete section (b). Do not complete both, (Select One)

\( \checkmark \) (a) These Restated Articles of Organization only restate and integrate the Articles of Organization.

\( \checkmark \) (b) These Restated Articles amend the Articles of Organization and were approved on [3/7/2018]

In accordance with Section 604 of the Act: (select one)

\( \checkmark \) by a majority in interest if an operating agreement authorizes amendment of Articles of Organization by majority vote.

\( \checkmark \) by unanimous vote of all the members entitled to vote.

This document must be signed by a member, manager, or an authorized agent:

Signed this 8th Day of March, 2018 by:

| Stephen Goldner | Title/Role | Member |

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

\( \checkmark \) Decline \( \checkmark \) Accept
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-3373450. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is PURE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.
Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

DATE OF THIS NOTICE: 11-10-2017
EMPLOYER IDENTIFICATION NUMBER: 82-3373450
FORM: SS-4

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

PURE GREEN
STEPHEN JEFFREY GOLDFRAB SOLE MBR
4761 TARA COURT
WEST BLOOMFIELD, MI 48323
OPERATING AGREEMENT

FOR

PURE GREEN LLC

Effective Date:
March 6, 2018

Prepared by:

Matthew W. Bower
Varnum LLP
160 West Fort St., 5th Floor
Detroit, Michigan 48226
THE MEMBERSHIP INTERESTS IN PURE GREEN LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. SECTION 6 OF THIS AGREEMENT FURTHER REPENDS TRANSFERABILITY OF INTERESTS IN THE COMPANY.

OPERATING AGREEMENT
FOR
PURE GREEN LLC

This Operating Agreement of Pure Green LLC, a Michigan limited liability company (the "Company"), is entered into as of March 6, 2018 by and among the Company, and each of the members listed on the signature pages from time to time attached hereto (each a "Member" and collectively, the "Members").

RECITALS

WHEREAS, the Company was formed by Stephen Goldner, as a single-member limited liability company, under the laws of the State of Michigan by the filing Articles of Organization with the Michigan Department of Licensing and Regulatory Affairs on January 26, 2016 (as amended, the "Articles of Organization") for the purposes set forth in Section 2.05 of this Agreement; and

WHEREAS, Stephen Goldner desires to issue a Membership Interest to Steve Sensoli and admits Steve Sensoli as a Member upon execution of this Agreement, which sets forth the terms and conditions governing the operation and management of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

"Additional Capital Contribution" has the meaning set forth in Section 3.02.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:
(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(i)(c), 1.704-2(g)(1) and 1.704-2(f); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"Agreement" means this Operating Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

"Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Articles of Organization" has the meaning set forth in the Recitals.

"BBA" has the meaning set forth in Section 10.04.

"BBA Procedures" has the meaning set forth in Section 10.04.

"Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(i)(g)(3).

"Book Value" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;
(b) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Members, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a de minimis Capital Contribution;

(ii) the distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) provided, that adjustments pursuant to clauses (i) and (ii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

(e) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (e) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(f) If the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (e) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"Budget" means the annual budget of the Company as may be approved by a Majority in Interest of the Members from time to time.

"Business" has the meaning set forth in Section 2.05(a).

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Detroit are authorized or required to close.

"Capital Account" has the meaning set forth in Section 3.03.
"Capital Contribution" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.


"Company" has the meaning set forth in the Preamble.

"Company Maximum Gains" means "partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term "Company" for the term "partnership" as the context requires.

"Confidential Information" has the meaning set forth in Section 12.03(a).

"Covered Person" has the meaning set forth in Section 8.01(a).

"Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined jointly by the Members.

"Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Liquidator" has the meaning set forth in Section 11.03(a).

"Losses" has the meaning set forth in Section 8.03(a).

"Manager" means, initially, Stephen Goldner, or such other Person as may be designated or become the Manager pursuant to the terms of this Agreement.

"Majority in Interest" means more than fifty percent (50%) of the Membership Interests of the Company.
"Michigan Act" or "Act" means the Michigan Limited Liability Company Act, Act 23 of 1993, MCL 450.4101 et seq. and any successor statute, as it may be amended from time to time.

"Member" means each Person initially signing this Agreement and who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Michigan Act. The Members shall constitute the "members" (as that term is defined in the Michigan Act) of the Company.

"Member Nonrecourse Debt" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

"Member Nonrecourse Deduction" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(f), substituting the term "Member" for the term "partner" as the context requires.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (a) to its distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Michigan Act. The Membership Interest of each Member shall be expressed as a number of Units and a percentage interest of the total Membership Interests of all Members as set forth on Schedule A.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;
(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b).

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Officer" has the meaning set forth in Section 7.03.

"Partnership Representative" has the meaning set forth in Section 10.04.

"Permitted Transfer" means a Transfer of Membership Interests carried out pursuant to Section 9.02. "Permitted Transferee" means a recipient of a Permitted Transfer.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Prohibited Activity" means activity in which the Member contributes the Member's knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Business. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or Confidential Information.

"Regulatory Allocations" has the meaning set forth in Section 5.02(e).
"Related Party Agreement" means any agreement, arrangement or understanding between the Company and any Member or any Affiliate of a Member or any officer or employee of the Company, as such agreement may be amended, modified, supplemented or restated in accordance with the terms of this Agreement.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Restricted Period" has the meaning set forth in Section 7.06(a).

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"Subsidiary" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"Tax Matters Member" has the meaning set forth in Section 10.04.

"Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. "Transfer" when used as a noun shall have a correlative meaning. "Transferor" and "Transferee" mean a Person who makes or receives a Transfer, respectively.

"Treasury Regulations" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"Unit" mean a Unit (or any successor security) representing a fractional part of a Members' Membership Interest.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule
requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed, with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on January 26, 2016, pursuant to the provisions of the Michigan Act, upon the filing of the Articles of Organization with the Secretary of State of the State of Michigan. The Articles of Organization were amended to organize the Company as manager-managed on March 6, 2018, pursuant to the provisions of the Michigan Act, upon the filing of Amended and Restated Articles of Organization with the Secretary of State of the State of Michigan.

(b) This Agreement shall constitute the "Operating Agreement" (as that term is used in the Michigan Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Michigan Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Michigan Act in the absence of such provision, this Agreement shall, to the extent permitted by the Michigan Act, control.

Section 2.02 Name. The name of the Company is "Pure Green LLC" or such other name or names as may be designated by the consent of the Members; provided, that the name shall always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the designation "LLC." The Manager shall give prompt notice to the Members of any change to the name of the Company.

Section 2.03 Principal Office. The principal office of the Company is located stated in the Articles of Organization, or such other place as may from time to time be determined by the Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Articles of Organization or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by the Michigan Act and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Michigan shall be the initial registered agent named in the Articles of Organization or such other Person or Persons as the Manager may designate from time to time in the manner provided by the Michigan Act and Applicable Law.

Section 2.05 Purpose; Powers.
(a) The purposes of the Company are to engage in (i) research, development, manufacture, distribution, and commercialization of cannabis oils and edibles (the "Business") and (ii) any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Michigan Act.

Section 2.06 Term. The term of the Company commenced on the date the Articles of Organization was filed with the Secretary of State of the State of Michigan and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Initial Capital Contributions. Each Member has made an initial Capital Contribution and/or is deemed to own Membership Interests in the amounts set forth opposite such Member's name on Schedule A attached hereto. The Manager shall update Schedule A upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section 3.02 Additional Capital Contributions. Except as provided in Schedule A, no Member shall be required to make additional Capital Contributions ("Additional Capital Contributions") or make loans to the Company.

Section 3.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any Additional Capital Contributions;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

(i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(c);
(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and

(iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 Succession Upon Transfer. In the event that any Membership Interests are transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI and ARTICLE XI in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 3.06 No Withdrawals From Capital Accounts. No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member, including the Manager, shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

Section 3.07 Treatment of Loans From Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member’s Capital Account.

Section 3.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE IV
MEMBERS

Section 4.01 Admission of New Members.
(a) New Members may be admitted from time to time (i) in connection with the issuance of Membership Interests by the Company, subject to compliance with the provisions of Section 7.02, and (ii) in connection with a Transfer of Membership Interests, subject to compliance with the provisions of ARTICLE IX, and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Membership Interests, such Person shall have executed and delivered to the Company a written undertaking of the form of which is approved by the Manager. Upon the amendment of Schedule A of the Agreement by the Manager and the satisfaction of any other applicable conditions, including the receipt by the Company of payment for the issuance of Membership Interests, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 3.03.

Section 4.02 No Personal Liability. Except as otherwise provided in the Michigan Act, by Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.03 No Withdrawal. So long as a Member continues to hold any Membership Interests, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Membership Interests, such Person shall no longer be a Member.

Section 4.04 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.05 Certification of Membership Interests.

(a) The Manager may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Manager shall issue certificates representing Membership Interests in accordance with Section 4.05(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER,
SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER
DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY
THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH
THE PROVISIONS OF SUCH OPERATING AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE
HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933,
AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES
LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED,
HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT PURSUANT TO
(A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND
LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE V
ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion
thereof), after giving effect to the special allocations set forth in Section 5.02, Net Income and
Net Loss of the Company shall be allocated among the Members pro rata in accordance with
their Membership Interests.

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of
Section 5.01:

(a) If there is a net decrease in Company Minimum Gain (determined
according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each
Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary,
subsequent Fiscal Years) in an amount equal to such Member’s share of the net decrease in
Company Minimum Gain, determined in accordance with Treasury Regulations
Section 1.704-2(g). The items to be so allocated shall be determined in accordance with
Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(q)(2). This Section 5.02 is
intended to comply with the “minimum gain chargeback” requirement in Treasury
Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner
required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in
Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member
Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share
of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net
Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount
equal to that Member’s share of the net decrease in Member Nonrecourse Debt Minimum
Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance
with Treasury Regulations Sections 1.704-2(l)(4) and 1.704-2(q)(2). This Section 5.02(b)
is intended to comply with the “minimum gain chargeback” requirements in Treasury
Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.
(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(i)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) The allocations set forth in paragraphs (a), (b), (c) and (d) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b), Section 5.03(c) and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method with curative allocations of Treasury Regulations Section 1.704-3(c), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).
(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their Interests in such items as determined by the Manager taking into account the principles of Treasury Regulations Section 1.704-
1(b)(4)(ii).

(e) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Membership Interests. In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of ARTICLE IX, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

ARTICLE VI
DISTRIBUTIONS

Section 6.01 Distributions of Cash Flow and Capital Proceeds.

(a) Any available cash of the Company, after allowance for all reasonable costs and expenses incurred by the Company and for such reasonable reserves as the Members may agree upon, or as contemplated in the Budget, shall be distributed to the Members, on at least a quarterly basis, in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate the Michigan Act or other Applicable Law.

Section 6.02 Distributions in Kind.

(a) The Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of securities or other property held by the Company. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section 6.01.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Manager may require that the Members execute and deliver such documents as the Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may
appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

ARTICLE VII
MANAGEMENT

Section 7.01 Management of the Company. The business and affairs of the Company shall be managed by the Manager. Subject to the provisions of Section 7.02, the Manager shall have full and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company set forth in Section 2.05; provided, that the Manager shall manage the Company in accordance with the Budget. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a resolution expressly authorizing such action which resolution is duly adopted by the Manager.

Section 7.02 Actions Requiring Approval of Members. Without the written approval of a Majority in Interest of the Members, the Company shall not, and shall not enter into any commitment to:

(a) Amend, modify or waive the Articles of Organization or this Agreement; provided that the Manager may, without the consent of the other Member, amend Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Make any material change to the nature of the Business conducted by the Company or enter into any business other than the Business;

(c) Issue additional Membership Interests or admit additional Members to the Company;

(d) Enter into, amend in any material respect, waive or terminate any Related Party Agreement other than the entry into a Related Party Agreement that is on an arm's length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;

(e) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of all or substantially all of its assets, other than sales of inventory in the ordinary course of business consistent with past practice; or

(f) Dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.
Section 7.03 Officers. The Manager may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

Section 7.04 Action Without Meeting. Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 7.05 Informational Rights. In addition to the information required to be provided pursuant to ARTICLE X, the Manager shall keep the other Members reasonably informed on a timely basis of any material fact, information, litigation, employee relations or other matter that could reasonably be expected to have a material impact on the operations or financial position of the Company, including, but not limited to, any modification of any loan or other financing to the Company. The Manager shall provide all material information relating to the Company or the management or operation of the Company as any Member may reasonable request from time to time.

Section 7.06 Other Activities; Business Opportunities.

(a) So long as any Member remains a Member of the Company and for the two (2) years, to run consecutively, beginning on the day a Member is no longer a Member of the Company, for any reason (the "Restricted Period"), the Member agrees and covenants not to engage in Prohibited Activity. Nothing herein shall prohibit Member from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that the Member is not a controlling person of, or a member of a group that controls, such corporation. In the event of a breach or threatened breach by the Member of any of the provisions of this Agreement, the Member hereby consents and agrees that the Company shall be entitled to, in addition to other available remedies, seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.
(b) Except as provided in Section 7.06(a), nothing contained in this Agreement shall prevent any Member, including the Manager, or any of its Affiliates from engaging in any other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Member for any profits or income earned or derived from other such activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Member of any business opportunity of any type or description.

Section 7.07 Compensation and Reimbursement of Manager. As approved by a Majority in Interest of the Members, the Manager shall be compensated for its services as the Manager, and the Company shall reimburse the Manager for all ordinary, necessary and direct expenses incurred by the Manager on behalf of the Company in carrying out the Company's business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed amounts set forth in the Budget in the aggregate for any Fiscal Year without the approval of a Majority in Interest of the Members.

Section 7.08 Removal of Manager. A Majority in Interest of the Members may remove the Manager of the Company, by delivering written notice to the Manager and the Members. Upon the Manager's removal, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The removal of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of such Member.

Section 7.09 Resignation of Manager. The Manager may voluntarily resign as the Manager. Upon such resignation, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The resignation of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of a Member.

ARTICLE VIII
EXCULPATION AND INDEMNIFICATION

Section 8.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean (i) each Member; (ii) the Manager; (iii) each officer, director, stockholder, partner, member, Affiliate, employee, agent or representative of each Member, and each of their Affiliates; and (iv) each Officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or is not made in knowing violation of the provisions of this Agreement.

(e) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information,
opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Michigan Act.

Section 8.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 8.03 Indemnification.

(a) Indemnification. To the fullest extent permitted by the Michigan Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Michigan Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages,
judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the Business of the Company; or

(ii) such Covered Person being or acting in connection with the Business of the Company as a member, stockholder, Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company end, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or a knowing violation of the provisions of this Agreement. In connection with the foregoing, the termination of any action, suit or proceedings by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud, gross negligence, willful misconduct or a knowing violation or material breach of this Agreement.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 8.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 8.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(e) Entitlement to Indemnity. The indemnification provided by this Section 8.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 8.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 8.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person,
(d) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) **Forfeiture of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 8.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) **Savings Clause.** If this Section 8.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 8.03 to the fullest extent permitted by any applicable portion of this Section 8.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) **Amendment.** The provisions of this Section 8.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 8.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 8.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 8.04 Survival. The provisions of this **ARTICLE VIII** shall survive the dissolution, liquidation, winding up and termination of the Company.

**ARTICLE IX**

**TRANSFER**

Section 9.01 **Restrictions on Transfer.**

(a) Except as otherwise provided in this **ARTICLE IX**, no Member shall Transfer all or any portion of its Membership Interest in the Company without the written consent of a Majority in Interest of the no-transferring Members (which consent may be
granted or withheld in the sole discretion of such other Members). No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01(b) hereof.

(b) Notwithstanding any other provision of this Agreement (including Section 9.02), each Member agrees that it will not Transfer all or any portion of its Membership Interests in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a “publicly traded partnership” under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company’s existence or qualification as a limited liability company under the Michigan Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes;

(vi) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vii) if such Transfer or issuance would cause the assets of the Company to be deemed “Plan Assets” as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any “prohibited transaction” thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such
Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest," unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. The provisions of Section 9.01(a) shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to its Affiliate.

ARTICLE X
ACCOUNTING; TAX MATTERS

Section 10.01 Financial Statements. The Company shall furnish to each Member, as soon as available, and in any event within one hundred twenty (120) days after the end of each Fiscal Year, unaudited consolidated balance sheets of the Company as at the end of each such Fiscal Year and unaudited consolidated statements of income, cash flows and Members' equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year, prepared in accordance with GAAP, applied on a basis consistent with prior years, and fairly present in all material respects the financial condition of the Company as of the dates thereof and the results of their operations and changes in their cash flows and Members' equity for the periods covered thereby.

Section 10.02 Inspection Rights. Upon reasonable notice from a Member, the Company shall afford each Member and its Representatives access during normal business hours to (i) the Company's properties, offices, plants and other facilities; (ii) the corporate, financial and similar records, reports and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members (including the Manager), and to permit each Member and its Representatives to examine such documents and make copies thereof; and (iii) any officers, senior employees and public accountants of the Company, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company with such officers, senior employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Member and its Representatives such affairs, finances and accounts).

Section 10.03 Income Tax Status. It is the intent of this Company and the Members that this Company shall be treated as a partnership for U.S., federal, state and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 10.04 Tax Matters Member; Partnership Representative.

(a) Appointment. The Members hereby appoint the Manager as the "tax matters partner" (as defined in Code Section 6231 prior to its amendment by the Bipartisan Budget Act of 2015 ("BBA")) (the "Tax Matters Member") and the "partnership representative" (the "Partnership Representative") as provided in Code Section 6223(a) (as amended by the BBA). The Tax Matters Member or Partnership Representative may resign at any time if there is another Manager to act as the Tax Matters Member or Partnership Representative.
(b) Tax Examinations and Audits. The Tax Matters Member and Partnership Representative are each authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Tax Matters Member or Partnership Representative, which authorization may be withheld by the Tax Matters Member or Partnership Representative in its sole and absolute discretion. The Tax Matters Member or Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

(c) BBA Elections. The Company will not elect into the partnership audit procedures enacted under Section 1101 of the BBA (the "BBA Procedures") for any tax year beginning before January 1, 2018, and, to the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures for tax years beginning on or after January 1, 2018 pursuant to Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any taxes imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

(e) Income Tax Elections. Except as otherwise provided herein, each of the Tax Matters Member and Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided, that the Tax Matters Member or Partnership Representative will make an election under Code Section 754, if requested in writing by another Member.

Section 10.05 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 7.03) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. The Manager shall provide the Members, for their review and comment, copies of all tax returns prior to the filing thereof. As soon as reasonably possible
after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 10.06 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XI
DISSOLUTION AND LIQUIDATION

Section 11.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The determination of the Members to dissolve the Company;

(b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under the Michigan Act.

Section 11.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 11.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03 and the Articles of Organization shall have been cancelled as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is dissolved pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Michigan Act and the following provisions:

(a) Liquidator. The Manager shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.
(e) **Distribution of Proceeds.** The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) **First,** to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) **Second,** to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) **Third,** to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(d) **Discretion of Liquidator.** Notwithstanding the provisions of Section 11.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(c), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon consent of a Majority In Interest of the Members, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

**Section 11.04 Cancellation of Articles.** Upon completion of the distribution of the assets of the Company as provided in Section 11.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Articles of Organization in the State of Michigan and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Michigan and shall take such other actions as may be necessary to terminate the Company.

**Section 11.05 Survival of Rights, Duties and Obligations.** Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 8.03.
Section 11.06 Recourse for Claims. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Liquidator or any other Member.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 12.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 12.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "Confidential Information"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.
(b) Nothing contained in Section 12.03(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Member; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 12.03 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 12.03 as if a Member; provided, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Member of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Member) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 12.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Member or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 12.03 shall survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the withdrawal of such Member from the Company, and (iii) such Member's Transfer of its Membership interests.

Section 12.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in Schedule A (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04).

Section 12.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
Section 12.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 8.03(f), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 12.07 Entire Agreement. This Agreement, together with the Articles of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 12.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 12.09 No Third-party Beneficiaries. Except as provided in ARTICLE VIII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by a Majority in Interest of the Members. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement may be made by the Manager without the consent of a Majority in Interest of the Members or execution by the Members.

Section 12.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 12.01 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 12.14 hereof.
Section 12.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan.

Section 12.13 Submission to Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the State of Michigan, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Michigan. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by registered mail to the address set forth in Section 12.04 shall be effective service of process for any suit, action or proceeding brought in any such court.

Section 12.14 Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 12.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 12.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 8.02 to the contrary.

Section 12.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means
of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE Follows]
Schedule A
Pure Green, LLC
Member Schedule

Effective Date: January 1, 2018

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<thead>
<tr>
<th>Member Name &amp; Address</th>
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<td>1,000,000</td>
<td>$0</td>
<td>100.00%</td>
</tr>
<tr>
<td>4761 Tus Ct.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Bloomfield, MI 48323</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

The Company:
Pure Green LLC

By: __________________________

Name: Stephen Goldner
Title: Manager

The Members:

By: __________________________

Stephen Goldner
STAFFING PLAN

Summary of Job Creation, Compensation and Budget

As discussed in detail below, we anticipate creating approximately 59 jobs at our Orion Township Cultivation Facility.

<table>
<thead>
<tr>
<th>Type of Marijuana Facility</th>
<th>Proposed Location</th>
<th>Total Jobs Per Facility</th>
<th>Expected Annual Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Facility</td>
<td>Orion Township</td>
<td>59</td>
<td>$3,750,000.00</td>
</tr>
</tbody>
</table>

We pay our cultivation facility employees a minimum hourly wage of $15. We also provide a generous benefit package that includes the following:

- Health Insurance
- Paid Holidays
- Paid Time Off
- 401K Plan with 2% Match
- Performance Incentives

Out of our 3.75MM expected annual payroll, Pure Green expects to allocate $630,000 toward benefits for all full-time employees!

We intend to source our employees first from Orion Township, then into the surrounding regional area. Our job listings will always be listed in the Orion Township area first to accumulate as many qualified candidates as possible.

Attached is a table of the proposed positions at our Orion Cultivation Facility:

<table>
<thead>
<tr>
<th>Title</th>
<th>Quantity</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Director</td>
<td>1</td>
<td>$140,000</td>
</tr>
<tr>
<td>Cultivation Manager</td>
<td>1</td>
<td>$165,000</td>
</tr>
<tr>
<td>Assistant Cultivation Manager</td>
<td>1</td>
<td>$90,000</td>
</tr>
<tr>
<td>IPM Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Fertilization Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Propagation Lead</td>
<td>1</td>
<td>$60,000</td>
</tr>
<tr>
<td>Veg Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Cultivation Agents</td>
<td>27</td>
<td>$15/hr</td>
</tr>
<tr>
<td>QC Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Post Harvest Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Packaging / Distribution Manager</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Post Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Post Harvest / Packaging Agents</td>
<td>9</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Director of Operations</td>
<td>1</td>
<td>$175,000</td>
</tr>
<tr>
<td>Shipping / Receiving / Inventory Supervisor</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Position</td>
<td>Quantity</td>
<td>Salary</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------</td>
<td>---------</td>
</tr>
<tr>
<td>METRC Agents</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>METRC / Compliance Manager</td>
<td>1</td>
<td>$80,000</td>
</tr>
<tr>
<td>Janitor</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>1</td>
<td>$135,000</td>
</tr>
<tr>
<td>Facilities Maintenance Manager</td>
<td>1</td>
<td>$65,000</td>
</tr>
<tr>
<td>Facilities Maintenance Assistant</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Admin / Front Desk</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Security Guard</td>
<td>1</td>
<td>$30/hr</td>
</tr>
</tbody>
</table>
10/01/2020

To Whom It May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing property coverage for Pure Green LLC at 180 Premier Drive, Orion Charter Township, MI 48359. General Liability coverage has already been secured.

Please contact me with any questions.

Thanks,

Pete Elliott

Vice President
Cell (734) 664-0472
Ph (313) 964-3750
Fax (313) 964-3850
Pete@dieboldinsurance.com

1535 6th Street | Suite 1
Detroit MI 48226
www.Dieboldinsurance.com
Charter Township of Orion
2325 Jolyn Rd., Lake Orion MI 48360
www.oriontownship.org

PC-2020-33

ORION ORDINANCE 154 INITIAL PERMIT APPLICATION

Ordinance 154, Licensed Marihuana Facilities Ordinance

Pursuant to the Charter Township of Orion Ordinance 154, Licensed Marihuana Facilities Ordinance, the following application is intended to collect information and documentation establishing the applicant’s conformance with the ordinance. All applicants should note that the approval of a Marihuana Permit will be based upon the accuracy and completeness of the information provided. In the event applications are received in excess of the permitted number of locations within the Ordinance or two or more applicants have similar qualifications, the Charter Township of Orion reserves its right to approve a permit which in the opinion of the Township best meets its goals and safeguards as set forth in the Ordinance. No financial or other right is established by the payment of the non-refundable application fee. All applications for renewal of a permit shall be reviewed per the standards set forth in the Ordinance. The Charter Township of Orion reserves the right to approve or deny the permit based upon the failure of any applicant to establish to the satisfaction of the Township any requirement, standard or goal of the Ordinance. The applicant understands this determination may involve a subjective interpretation of the application. Any permit granted by the Township is contingent upon the State of Michigan granting a state license for the specific license applied for under this ordinance.

SECTION A- APPLICANT

1. Name of Applicant: Pure Green, LLC
   Authorized Signer (of not an individual): Stephen Goldner
   Address of Applicant: 2055 Crooks Rd, Suite B
   Rochester Hills, MI 48309
   Phone Number: 248.920.8770
   Email Address: licensing@gloriouscanna.com
   Sole Proprietor □ Partnership □
   Corporation □ Limited Liability Company ✓
   □ Other: ______________________

2. If entity is Sole Proprietor, state Owner/Proprietor’s date of birth: ____________ and provide a copy of photo identification.

3. If other than Sole Proprietor, list name, address and date of birth of all owners and provide copies of photo identification and percentage of ownership.
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Stephen Goldner</td>
<td>4781 Tara Ct</td>
<td>03/18/1948</td>
<td>100%</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Name and address, phone number, date of birth and photo identification of all anticipated employees of facilities not listed as owners. (This information must be provided and supplemented before any future employee not listed begins working at facility)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. If the Applicant or owner or any operator is a licensed caregiver under the Michigan Medical Marihuana Act, please list their name and address, and caregiver ID number issued by the State of Michigan, N/A

6. For any corporation or other legal entity who has a financial interest or affiliation with the requested permit, please state the following:

   Name: ____________________________
   Name of Authorized Signer: ________
   Address: _________________________

   Interest or Affiliation:

**SECTION B- FACILITY LOCATION**

7. Name of proposed facility: *Oakland Business Park, Building B*

8. Location of proposed facility: *180 Premier Drive Orion Charter Township, MI 48359*
9. Please provide a preliminary floor plan sketch showing the location of all facility operations within an existing building, or for new construction a site plan for the parcel. Attach as Exhibit “A”
   ☒ Document(s) attached. If not attached, why not and when is applicant expected to supplement: ________________________________

10. With respect to the location of the facility, please state with specificity the exact location, address, suite number and, if necessary, the location of the facility within a building or the parcel of land. This location should include the distance in feet from each property line.
    Attach as Exhibit “B”
    ☒ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: ________________

11. Please provide evidence of the Applicant’s property interest in the proposed location.
    Provide copies of documentation showing a legal and enforceable property interest.
    Attach as Exhibit “C”.
    ☒ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: ________________

12. Please confirm and establish that the facility is located within the Township’s Industrial Park district (“IP”); is not within 1,500 feet of a church; is not within 2,000 feet of a residence located in the R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning Districts; is not within 2500 feet of a registered school and does not have ingress or egress on a street or road that has an average traffic volume in excess of 6,000 vehicles per day as calculated and reported by Southeast Michigan Counsel of Governments. Further, please show that the facility does not have an ingress or egress on a street or road that serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning District. For each of the above criteria, please attach any and all documents which will permit the Township to calculate compliance with the Licensed Marijuana Facilities Ordinance No. 154. At a minimum, provide a map showing the facility and measured distances (building edge to building edge).
    Attach as Exhibit “D”.
    ☒ Documents attached.
    If not attached, why not and when is applicant expected to supplement: ________________

a) Is the Facility located in the Township’s IP (Industrial Park District) zoning district?
   ☒ Yes       ☐ No
b) Is the Facility more than one thousand five hundred (1,500) feet of any church in the Township?

☑ Yes ☐ No

c) Is the Facility more than two thousand (2,000) feet of any residence located in an R-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☑ Yes ☐ No

d) Is the Facility more than two thousand five hundred (2,500) feet of any registered school within the Township.

☑ Yes ☐ No

For 10-12 above, please provide a map showing the facility and measured distances (building edge to building edge.)

e) Does the facility have an ingress or egress on a street or road that has an average traffic volume of six thousand (6,000) or less vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by the Southeast Michigan Council of Governments (SEMCOG) per the site semcog.org/Traffic-Counts?

☑ Yes ☐ No

f) Does the Facility have an ingress or egress on a street or road that does not also serve as an ingress or egress to a residential road or property located in a TR-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☑ Yes ☐ No

Name of Facility ingress/egress Street or road: Premier Drive

13. Please state whether the Applicant will seek a variance from the Zoning Board of Appeals pursuant to Article 6(8) of the Orion Licensed Marihuana Facilities Ordinance No. 154.

☐ Yes ☐ No

If variance will be sought, specify location category(s) pursuant to Art 6 (1)-(6):
For each category variance sought, state the percentage the applicant will seek: ______ %
(Not to exceed 15%)

SECTION C- FACILITY REQUIREMENTS

14. When available, submit to the Township a copy of the Applicant's application for a license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs, for each facility permit requested.
   Attach as Exhibit “E”.
   □ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: ________________
   We expect to submit our application with the state by November 1, 2020

15. Is consumption and/or use of marihuana prohibited at the Facility?
   ☒ Yes  □ No

16. Will all activity related to the Facility be done indoors?
   ☒ Yes  □ No

17. Will all Marihuana contained within the building be in a locked Facility in accordance with the Michigan Medical Marihuana Act, MCL 333.26421 et seq., as amended (“MMMA”), the Michigan Medical Marihuana Facilities Licensing Act, MCL 333.27101, et seq., and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et seq., as amended (“MRTMA”) as amended?
   ☒ Yes  □ No

18. Please set forth an operations statement, plan and or outline showing that all facility activities shall occur indoors and in a building which is locked.
   Attach as Exhibit “F”
   ☒ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: ________________

19. Will all necessary building, electrical, plumbing and mechanical permits obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices are located?
   ☒ Yes  □ No
20. When available and prior to the issuance of any permit, the Applicant must submit all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire department showing compliance with the Michigan Fire Protection Code and confirmation that the storage of any chemical, herbicide, pesticide and or fertilizer has also been approved by the Orion Fire Department.

Attach as Exhibit “G”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: _______________

21. In any portion of the structure where the storage of any chemicals such as herbicides, pesticides, and/or fertilizers, do you agree to be subject to inspection and approval by the Orion Fire Department to ensure compliance with the Michigan Fire protection Code?

☑ Yes  ☐ No

22. Will you ensure that no other uses, other than accessory uses, will be permitted within the same Facility other than those associated with cultivating, processing, transporting or testing marihuana?

☑ Yes  ☐ No

23. Please state and/or provide documentation showing the plan that all litter and waste will be properly and safely removed and will not constitute a source of contamination in areas where marihuana is exposed. Further, please include how the applicant will dispose of rubbish so as to minimize the development of odor and minimize the potential for development of waste odor and waste from becoming an attracted, harborage or breeding place for pests. Please include a detailed description of the ventilation system. Attach as Exhibit “H”.

☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: _______________

______________________________

a) Will litter and waste be properly removed and the operating systems for waste disposal maintained in an adequate manner so that they do not constitute a source of contamination in areas where marihuana is exposed?

☑ Yes  ☐ No

b) Will floors, walls and ceilings be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair?

☑ Yes  ☐ No
c) Will there be adequate screening or other protection against entry of pests, and will rubbish be disposed of so as to minimize the development of odor, minimize the potential for development of waste odor, and minimize the potential for waste becoming an attractant harborage or breeding places for pests?

X Yes □ No

d) Will all buildings, fixtures and other facilities be maintained in a sanitary condition?

X Yes □ No

e) Will each Facility center provide its occupants with adequate and readily accessible toilet facilities that will be/maintained in a sanitary condition and in good repair?

X Yes □ No

24. Please state how the Applicant intends to avoid excessive noise, dust, vibrations, glare, fumes or odors detectable to the normal senses beyond the boundaries of the property. Attach as Exhibit “I”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ______________________

a) Will each Facility be operated in a manner that does not create excessive noise, dust, vibrations, glare, fumes or odors detectable to the normal senses beyond the boundaries of the property on which that Marihuana Facility will operate/operates or in violation of any other ordinance?

☑ Yes □ No

25. Please provide the plan and supporting documentation showing that all disposal systems for spent water and spent soil have been adequately and safely disposed of and accounted for.
Attach as Exhibit “J”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ______________________

26. Please provide a security and safety plan, and at a minimum showing the facilities surveillance systems and continuous monitoring systems of the entire premise as required by the ordinance.
Attach as Exhibit “K”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ______________________

7
a) Will the Facility continuously monitor the entire premises with surveillance systems that include security cameras operating 24 hours a day, 7 days a week, every day of the year, and will these recordings be maintained for a period of at least 30 days?

☑ Yes ☐ No

27. Please state and/or show the exterior signage or advertising identifying the facility.
   Attach as Exhibit “L”.
   ☐ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: ____________________________
   The facility will only show the numbers associated with its address

a) Do you understand and agree that any exterior signage or advertising identifying the Facility as a marihuana facility is prohibited?

☑ Yes ☐ No

SECTION D- BUSINESS OPERATIONS AND SECURITY

28. Active business operations shall not be open outside of the hours of 7am and 9pm.

Active Hours of Operations:

<table>
<thead>
<tr>
<th></th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
</tr>
<tr>
<td>Close</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
</tr>
</tbody>
</table>

29. Will security guards be provided? If yes, how many? ____________

☑ Yes ☐ No

30. Days and Hours security guards will be provided:

<table>
<thead>
<tr>
<th></th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Hrs?*</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Start</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
</tr>
<tr>
<td>Finish</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
</tr>
</tbody>
</table>

*If any day is not 24 hrs., please enter Start and Finish times.
SECTION F - BACKGROUND

31. Have you previously operated in this Township or any other County, City, or State under a Medical or adult use Marijuana/Marihuana License or Permit?

☑ Yes ☐ No

32. Have any of the previously issued licenses or permits mentioned above been revoked or suspended?

☐ Yes ☑ No

If yes, provide an explanation for the revocation/suspension below.

__________________________________________________________________________

__________________________________________________________________________

33. Is the Applicant or Authorized Signer currently licensed by any governmental agency to engage in any business?

☑ Yes ☐ No

34. If yes to questions 31, 32, or 33, please list each such license or permit held, the city or state in which it is held, and expiration date thereof.

State of Michigan license to operate medical marihuana cultivation facilities.

__________________________________________________________________________

__________________________________________________________________________

35. Has the Applicant or any stakeholder been convicted or incarcerated for a felony within the past ten (10) years or ever been convicted of an illegal substance related felony?

☐ Yes ☑ No

If yes, list the associated criminal case number(s), the statute(s) violated, the date(s) of conviction, the date(s) of imposition of probation and/or parole, and the name and address of the sentencing court.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

9
I HEREBY CERTIFY UNDER OATH AND PENALTY OF PERJURY THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION IS COMPLETE, TRUE AND ACCURATE. I UNDERSTAND THAT ANY OMISSIONS OR INACCURATE INFORMATION OF THE APPLICANT, MY AGENTS OR EMPLOYEES WILL DISQUALIFY MY APPLICATION FROM CONSIDERATION.

Applicant’s Signature:  
Stephen Goldner  
Print Name: Stephen Goldner  
Title: Owner

Witness Signature:  
Aaron Fogelman

Dated: 10/26/2020

If needed additional signatures:

Print Name:  
Title:

Print Name:  
Title:
LIST OF DOCUMENTS TO PROVIDE WITH APPLICATION

(Where applicable, an attached document(s) may satisfy more than one requested document. If so, please identify the appropriate responsive Exhibit or document in the space provided.)

Application Documents

Exhibit A & B: Floor plan or drawings to scale and elevations as required by Orion Township Ordinance No. 154 with location plan showing surrounding area as required by Ordinance.
✓ Document Attached. If not, why not: ________________________________

Exhibit C: Copy of Proof of Ownership, Purchase Agreement, Lease, or options for the site where the Marihuana Facility will be operated. (If leased, signed document by owner consenting of the lease to the site for a Marihuana Facility).
✓ Document Attached. If not, why not: ________________________________

Exhibit D: Copy of map and/or other documents in response to question 15.
✓ Document Attached. If not, why not: ________________________________

Exhibit E: Copy of the Applicant's application for license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs.

Exhibit F: Copy of operations statement, plan and or outline showing facility activities shall occur indoors and in locked building (question 21).
✓ Document Attached. If not, why not: ________________________________

Exhibit G: Copy of all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire Department showing compliance. (question 23)
✓ Document Attached. If not, why not: ________________________________

Exhibit H: Copy of plan for litter and waste removal and detailed description of ventilation system. (question 26)
✓ Document Attached. If not, why not: ________________________________

Exhibit I: Copy of plan to avoid excessive noise, dust, vibrations, glare, fumes or odors. (question 27)
✓ Document Attached. If not, why not: ________________________________

Exhibit J: Copy of plan and supporting documents showing disposal of spent water and soil safety plan. (question 28)
✓ Document Attached. If not, why not: ________________________________

Exhibit K: Description of a security and safety plan as required in the Orion Township Ordinance No. 154 for Licensed Marihuana Facility. (question 29)
✓ Document Attached. If not, why not: ________________________________
Exhibit L: Any proposed text or graphical materials to be shown on the exterior of the proposed facility. (question 30)
☐ Document Attached. If not, why not: _Exterior will only show building numbers._

Additional Documents

1. Copy of Articles of Incorporation or Limited Liability company or Partnership Agreement or assumed name certificate.
   ✔ Document Attached. If not, why not: ________________________________

2. Copy of Internal Revenue Service SS-4 EIN confirmation letter.
   ✔ Document Attached. If not, why not: ________________________________

3. Copy of Operating Agreement for LLC or Bylaws of Corporation of Partnership.
   ✔ Document Attached. If not, why not: ________________________________

4. Staffing plan.
   ✔ Document Attached. If not, why not: ________________________________

5. Proof of insurance showing compliance with Township Ordinance.
   ✔ Document Attached. If not, why not: ________________________________

6. Executed Affirmation of Stakeholder
   ✔ Document Attached. If not, why not: ________________________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I, __Stephen Goldner__________, make this affirmation in support of the
   Application for a permit with the Charter Township of Orion for a Marihuana facility
   located at __180 Premier Drive, Orion Charter Township, MI______________________.

2. I affirm that I
   a. That I am at least 21 years of age.
   b. Have never been indicted or charged with or arrested for, convicted of, plead
      guilty, or nolo contendere to a felony or to a controlled substance related
      misdemeanor.

3. I have not previously had a business license permit or registration denied or revoked or
   suspended by Orion Township.

4. Dated: __10/26/2020____________________  
   Print name: __Stephen Goldner__________________________
GENERAL – OFFICE USE ONLY

1. Type of Permit Requested:
   - Class “C” Grower Facility (medical) □
   - Class “C” Grower Facility (adult-use) X
   - Processing Center Facility (medical) □
   - Processing Center Facility (adult-use) □
   - Safety Compliance Facility (medical) □
   - Safety Compliance Facility (adult-use) □
   - Secured Transporter Facility (medical) □
   - Secured Transporter Facility (adult-use) □
   - Excess Grower □
   - Marijuana Safety Compliance Facility (adult use) □

   Name of Applicant: Pure Green, LLC

2. Date and Time Application accepted by Orion Township:
   Date: 10/28/2020 Time: 12:00 PM

3. Initial Application shall include nonrefundable $5,000 application fee and $5,000 annual permit fee. ($10,000.00 total) The annual permit fee is refundable if permit is denied. The annual renewal fee will be in the amount set by resolution of the Township Board of Trustees in its schedule of fees.
   - $5,000.00 Non-Refundable Initial Application Fee paid on: 10/28/2020
   - $5,000.00 Annual Permit Fee paid on: __________________________

Optional Inspections – To be Completed by Orion Township Clerks Office

Building Department Inspection Date: __________________ Signed by: __________________
Police Department Inspection Date: __________________ Signed by: __________________
Fire Department Inspection Date: __________________ Signed by: __________________
A. & B. Facility Floor Plan
C. Lease Agreement
COMMERCIAL LEASE

This lease (the Lease), is entered into on November 1, 2020, between Premier Drive Tycoon I, LLC, with an address at 1615 S Telegraph Rd, Bloomfield Hills, MI (Landlord), and Pure Green, LLC, (Tenant) on the terms and conditions listed below.

1. Description of the Premises. Landlord owns the real property, improvements and any and all structures thereon located at 180 Premier Drive, Orion Township, MI 48359 ("Premises"), consisting of approx. 72,000 square feet. Tenant shall have the right to use the Premises to conduct its daily business operations and for any ancillary or related purposes including the operation of a marijuana business.

2. Basic Lease provisions. The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

(a) Term: 10 years  
(b) Commencement Date: November 1, 2020  
(c) Termination date: October 31, 2030  
(d) Options: 1 option to renew for additional 10 years  
(e) Monthly installment amount: $75,000 or $12.50 per square foot;  
(f) Security deposit: $75,000.00  
(g) Use: Tenant's desired business operation

(See §3)
(See §3)
(See §3)
(See §3)
(See §4)
(See §5)
(See §10)

3. Term. This Lease shall be for a term stated in section 2(a) commencing on the date stated in section 2(b) (the Commencement Date) and terminating on the date stated in section 2(c). The rent for the first month shall be prorated from date of occupancy, if the date of occupancy is after the first day of the month. Each succeeding lease year shall begin on the anniversary of the same date and continue until the termination of the Lease.

Provided that Tenant is not in default under this Lease at the end of the then current Lease term, Tenant shall have the right to renew the term of this Lease for the option period stated in section 2(d) by giving Landlord written notice of Tenant’s intent to renew the Lease at least 120 days before the expiration of the then current term. The renewal shall be on the same terms and conditions as in this Lease, except that the minimum rent for each renewal term shall be increased by a percentage equal to the percentage increase in the Consumers Price Index (Bureau of Labor Statistics Washington, D.C., all Cities) (CPI) during the preceding term. The percentage increase shall be determined by comparing the latest available CPI before the Commencement Date of the Lease or the prior term, whichever shall apply, and the latest available CPI on or before the expiration of the immediately preceding initial or renewal lease term. The word “term” as used in this Lease shall include any renewal term.

4. Minimum rent. Tenant shall pay to Landlord as rent the sum stated in section 2(e), payable in monthly installments due in advance, on the first day of each month during the term of this Lease. All rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset.

If Tenant shall fail to pay any amount due from it to Landlord under this Lease when that amount shall be due, a one-time late charge of $50.00 shall be assessed and thereafter the amount of rent not paid shall be subject to a service charge until that amount is paid at the lesser of the rate of 5% per month or the highest rate permitted by law.
5. **Security deposit.** Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum stated in section 2(f) as a security deposit. The deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term of this Lease.

If Tenant fails to keep and perform any of its covenants of this Lease, Landlord at its option may appropriate and apply the entire deposit, or so much as may be necessary, to compensate Landlord for loss or damage sustained by Landlord due to Tenant’s breach. If the entire deposit or any portion is appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant, Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the security to the original sum deposited. Tenant’s failure to do so within 5 days after receipt of demand shall constitute a breach of this Lease.

6. **Taxes.** Tenant shall pay or cause to be paid all real property taxes and special assessments levied against the Building including the Premises. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the Premises.

7. **Maintenance and repair.** Tenant shall maintain and repair and keep the Premises in good condition and repair, including the exterior windows and the electrical system. Landlord shall, at tenants expense, make all other repairs and replacements to the Building, including those of a structural or capital nature. Landlord shall, at tenants expense, enter into an annual maintenance contract with a licensed heating and mechanical firm for the maintenance of the heating and air conditioning equipment during the term. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

Tenant shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition. Tenant shall be responsible for all repairs or replacements to the Building occasioned by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

8. **Utilities.** Tenant shall have all utilities servicing the Premises metered in its own name and shall pay all charges and deposits for the utilities provided to or used in the Premises during the term of this Lease. Tenant shall also pay 100% of the water and sewer bill. Landlord shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of Landlord.

9. **Liability insurance.** Tenant shall indemnify Landlord and save Landlord harmless from any liability or claim for damages that may be asserted against Landlord by reason of any accident or casualty occurring on or about the Premises. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of an amount as recommended by Landlord's insurance agent that, for the initial coverage, shall be not less than $1 million for injury or death to any one person, $3 million for injury or death to more than one person, and $500,000 regarding damage to property. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of any material change in or renewal of the policy. All insurance policies shall name Landlord and any persons designated by Landlord as insured parties.

Any insurance maintained by either party pursuant to this section or under this Lease shall contain a
clause or endorsement under which the insurer waives all rights of subrogation against the other party, its agents or employees, regarding losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be at Tenant's sole risk.

10. Use. Tenant shall use and occupy the Premises for the purpose stated in section 2(g) and for no other purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any State law, local ordinance, rule or regulation adopted or imposed by the City in which the Premises is situated. Tenant shall not deface or injure the Premises or the Building, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants in the Building, or permit any activity in the Premises that will result in an increase of any premium, or cancellation of a policy, for insurance on the Premises or the Building.

11. Construction of leasehold improvements. Landlord grants Tenant express consent to construct certain leasehold improvements as may be required for Tenant's use. The cost of Tenant's leasehold improvements shall be paid for by Tenant. The improvements shall be constructed in a good and workmanlike manner.

12. Operations. Tenant's operations in conjunction with the Premises shall meet the requirements set forth below.

a. Tenant shall keep all garbage and refuse in the kind of container specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

b. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in any pipes and fixtures.

c. Tenant shall keep the outside areas immediately adjoining the Premises clean and free from dirt and rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in those areas. Tenant shall water and maintain any flowers, shrubs, and trees located immediately adjoining the Premises.

d. Tenant shall only store and/or stock in the Premises goods, wares, and merchandise that Tenant intends to offer for sale at retail.

e. Tenant shall conduct its business in the Premises in a dignified manner and in accordance with high standards of store operation.

13. Restrictions on Tenant's activities. Without Landlord's written consent, Tenant shall not engage in the activities listed below.

a. Tenant shall not operate all or any part of its business in the Premises in any manner that is inconsistent with its intended use of the Premises.

b. Tenant shall not conduct any auction, fire, going-out-of-business, or bankruptcy sales in the Premises.

c. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machines or similar devices for the sale of goods, wares, merchandise, food, beverages, or service,
including, without limitation, pay telephones, pay lockers, scale, and amusement devices without Landlord’s prior written consent.

d. Tenant and Tenant’s employees and agents shall not solicit business in the parking or other common areas of the Building, nor shall Tenant or its employees or agents distribute any handbills or other advertising matter in or on automobiles parked in the parking area or in other common areas without Landlord’s prior written consent.

e. Tenant and its employees and agents shall not park any vehicle on the Building land except in areas that are designated by Landlord for that use.

14. Assignment and subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the prior written consent of Landlord. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease. Landlord’s right to assign this Lease is and shall remain unqualified. On any transfer of Landlord’s interest in the Premises in which the purchaser assumes all obligations under this Lease, Landlord shall be free of all obligations of Landlord under this Lease and shall not be subject to any liability resulting from any act or omission or event occurring after the conveyance. Tenant agrees to recognize the transferee as Landlord, and Tenant further agrees, at Landlord’s request, to execute and deliver such documents and estoppel letters as Landlord may request to assist in that transfer.

15. Estoppel letter. On not less than 10 days’ prior written notice from Landlord, Tenant shall sign and deliver to Landlord an estoppel letter that

a. certifies that this Lease is unmodified and in full force and effect (or, if modified, states the nature of the modification and certifies that this Lease, as so modified, is in full force and effect);

b. acknowledges that there are not, to Tenant’s knowledge, any unsecured defaults on the part of Landlord or specifying the default if any are claimed;

c. certifies the date to which all forms of rent have been paid; and

d. certifies the amount, if any, of the security deposit paid to Landlord.

Tenant’s failure to deliver such an estoppel letter within the 10 days shall be conclusive on Tenant that

a. this Lease is in full force and effect, without modification except as may be represented by Landlord;

b. there are no unsecured defaults in Landlord’s performance;

c. not more than one month’s rent has been paid in advance; and

d. no security deposit has been paid except as may be represented by Landlord.

16. Acceptance of Premises. The occupancy by Tenant of the Premises shall constitute an acknowledgment by Tenant that the Premises are then in the condition called for by this Lease.

17. Damage or destruction. If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable,
the same shall be repaired as promptly as possible with the insurance proceeds unless this Lease is
terminated. In the event of damage or destruction, if this Lease is not terminated, the rent shall be abated
proportionately to the loss of use suffered by Tenant.

If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other
casualty, and the cost of restoring the Premises to its condition prior to the damage shall equal or exceed
40 percent of its fair replacement value immediately prior to the damage, or if the Premises are damaged
by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by
giving Tenant written notice of its election to do so within 15 days after the date on which the damage
occurs. On the giving of notice, the Lease shall terminate as of the date on which damage occurred and
the rent shall be adjusted to that date. In default of notice by Landlord, this Lease shall continue and
Landlord shall cause the Premises to be repaired or restored with due diligence.

18. Condemnation. If the whole or any part of the Premises shall be taken by any public authority under
the power of eminent domain, the term of this Lease shall cease on that part to be taken from the day the
possession is acquired by the public authority and the rent shall be paid up to that date. If the portion of
the Premises taken substantially impairs the usefulness of the Premises for the purpose for which the
Premises were leased, Tenant shall have the right either to terminate this Lease or to continue in the
possession of the remainder of the Premises under the terms and conditions of this Lease except that the
rentals shall be reduced in proportion to the amount of the Premises taken, and in the latter event,
Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded
for the taking shall belong to and be the property of Landlord.

19. Alterations and signage. No improvements, alterations, additions, or physical changes shall be made
on the Premises by Tenant without the prior written consent of Landlord.

Tenant agrees that it will not place or maintain on any exterior door, wall, or window of the Premises any
signs, awning or canopy, or advertising matter, or other thing of any kind and will not place or maintain
any decoration, lettering, or advertising matter on the glass of any window or door of the Premises that is
not in conformity with all applicable governmental rules and regulations and the rules and regulations of
the Building as set forth by Landlord and further, without first obtaining Landlord’s prior written
approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising
matter, or other thing as may be approved in good condition and repair at all times. Tenant further
acknowledges that Landlord may, at its option, regulate the lettering size, style, and color of Tenant’s sign
so that all signs in the Building are of a like size, color, style of lettering, and like material. Tenant agrees
that it will conform its sign to that as regulated by Landlord for the general use in the Building, regardless
of how and in what manner Tenant normally designs its name for use in its sign and further regardless of
whether or not Tenant uses the form and style of its sign as a trademark.

All alterations and improvements, but not movable equipment and trade fixtures, put in at the expense of
Tenant shall be the property of Landlord and shall remain on and be surrendered with the Premises at the
termination of the Lease; provided, however, that Landlord may require that Tenant remove the
alterations and improvements and repair any damages to the Premises caused by the removal.

20. Remedies and default. If Tenant shall default in the payment of any sums to Landlord when due and
shall not cure such default within 7 days; or if Tenant shall default in the performance of any other
covenant or condition of the Lease and shall not cure such other default within 30 days after written
notice from Landlord specifying the default; or if Tenant or its agent shall falsify any report to be
furnished to Landlord pursuant to the terms of this Lease; or in case Tenant shall be adjudicated a
bankrupt or make any assignment for the benefit of creditors; then, in any such event, Landlord may

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either (a) accelerate the full balance of the rental payable for the remainder of the term and sue for such sums or Landlord may terminate this Lease or (b) reenter the Premises, without terminating this Lease, and dispossess Tenant or any other occupant of the Premises and remove Tenant’s effects and relet the same for the account of Tenant for such rent and on such terms as shall be satisfactory to Landlord, crediting the proceeds, first to the costs and expense of reentry, alterations and additions, and the expense of reletting, and then to the unpaid rent and the other amounts due during the remainder of the term. Tenant shall remain liable to Landlord for any unpaid balance.

In case suit shall be brought for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

21. Access to Premises. Landlord shall have the right to enter on the Premises at all reasonable hours to inspect and for access to the Premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises.

22. Rules and regulations. Landlord reserves the right to adopt from time to time rules and regulations for the operation of the Building that are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all those rules and regulations. Any such rules shall not dictate the days or time of business operation.

23. Waiver. The failure of Landlord to insist on a strict performance of any of the terms, covenants, or conditions of this Lease or rules and regulations of the Building shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions or rules and regulations. This Lease may not be changed, modified, or discharged orally.

24. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth above or to such other address as either party may furnish in writing during the term of this Lease.

25. Quiet enjoyment. Landlord covenants and agrees with Tenant, its successors, and assigns that on Tenant’s paying the rent and observing and performing all the terms, covenants, and conditions on Tenant’s part to be performed and observed, Tenant may peaceably and quietly hold, have, occupy, possess, and enjoy the Premises for the full term of this Lease.

26. Subordination to mortgage. Any mortgage now or hereafter placed on the Premises shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall, at Landlord’s request, execute any additional documents necessary to indicate this subordination including, if requested, an estoppel letter as set forth in section 15. If Tenant fails to supply the estoppel letter, the provisions in section 15 to cover that failure shall apply. Notwithstanding the foregoing, Tenant’s possession of the Premises under this Lease shall not be disturbed by any mortgagor, owner, or holder of note secured by a mortgage placed on the Premises, unless Tenant shall breach any of the provisions of this Lease and the lease term of Tenant’s right to possession shall have been lawfully terminated in accordance with the provisions of this Lease.
27. Building revisions by Landlord. Landlord reserves the absolute right at any time and from time to

time to make changes or revisions in the Building, including such changes to the parking lot, driveways,
signs, and sidewalks, by making additions to, subtractions from, or rearrangements of the improvements
in the Building, as long as the revisions do not materially affect Tenant's use of the Premises.

28. Holding over. If Tenant remains in possession of the Premises after the expiration or termination of

the Lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all

the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to month-
to-month tenancy, except that the rent shall increase to 2 times the rent owing at the end of the lease term.
The month-to-month tenancy shall be cancelable by either party on 30 days' written notice to the other.

29. Recording. Tenant shall not record this Lease without the written consent of Landlord; however, on

the request of either party the other party shall join in the execution of a memorandum or so-called “short

form” of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall
describe the parties, the Premises, and the term of this Lease and shall incorporate this Lease by reference.

30. Captions and headings. The captions and headings used in this Lease are intended only for

convenience and are not to be used in construing this Lease.

31. Applicable law. This Lease shall be construed under the laws of the state of Michigan. Venue for any
disputes under this agreement shall lie in Oakland, Michigan. If any provision of this Lease or the
application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder
of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the
full extent permitted by law.

32. Successors. This Lease and the covenants and conditions shall inure to the benefit of and be binding

on Landlord, its successors, and assigns and shall be binding on Tenant and permitted assigns of Tenant.

33. Effective date. The parties have caused this agreement to be signed and shall be effective as of the
day and year first above written.

(signature page to follow)
IN WITNESS WHEREOF, the parties have respectively signed and sealed this Lease as of the day and year first above written.

LANDLORD
Premier Drive Tycoon I, LLC
Signature: ____________________________
Name: Daryl Heller
Title: Owner

TENANT
Pure Green, LLC
Signature: ____________________________
Name: Stephen Goldner
Title: CEO
D. Zoning Survey
School

Measure distance
Click on the map to add to your path.
Total distance: 1.02 mi (1.65 km)
F. Operations Plan
PURE GREEN, LLC
Business & Operations Plan

PREAMBLE:
Pure Green, LLC ("Applicant") will strictly comply at all times with applicable state law and local ordinance codes, including rules and emergency rules that may, from time to time, be promulgated by the state or Orion Township. All business activities will take place indoors in a locked facility. Applicant has retained a law firm with established expertise in Michigan marihuana law to ensure continuing education and compliance with the laws as they evolve. The statements made in this application are made with a clear and thorough understanding of state and local requirements as they exist on the date of application, but the operations of Applicant will be amended to comply with all future derivations of the state and municipal laws.

I. OVERVIEW
Applicant is a Michigan limited liability company formed to operate twenty four (24) commercial marihuana GROWER (Class C) facilities whose primary mission is to provide a source of high-quality marihuana to processors and provisioning centers across the state of Michigan.

II. ADMINISTRATION
A. Location & Zoning
   i. Buffers
      a. The distances described are measured horizontally between the nearest property lines.
      b. The facility is not within 1,000 feet of any educational institution or school, college or university, church, house of worship or other religious facility, licensed child care, preschool, public library, or public or private park.
   ii. Applicant is leasing the property pursuant to the attached lease and the owner/lessee of the property authorizes the use of the property as a marihuana facility in the lease agreement, which is attached.

B. Organizational Structure
   i. Pure Green, LLC ("Company") is organized as a Michigan limited liability company and is in good standing.
   ii. The members, owners, directors, officers, and managers of the Company are:
       Stephen Goldner, Member-Manager
       4761 Tara Ct,
       West Bloomfield, MI 48323
There are no other named officers or employees of the Company at this time, and Applicant will supplement its application and notify the municipality if and when this changes.

iii. The members, owners, directors, officers, and managers of Applicant meet all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

a. No member, owner, director, officer, manager or any person having an ownership interest in the application has an interest in a secure transport facility license or a safety compliance facility license.

b. The Applicant meets all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

iv. The Applicant has never applied for been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked or not renewed.

C. Permits & Licenses

i. This Business and Operations Plan is submitted as an addendum to the applications for Ten Orion Township permits to operate a business and the Orion Township special use/site plan application.

ii. All operations in this Business and Operations Plan will comply with regulations issued by the Department of Licensing and Regulatory Affairs (LARA).

iii. Applicant intends to apply for, obtain, operate, and comply with a state license to operate a grower facility under the MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MRTMA and all applicable permits and licenses from Orion Township.

v. Upon granting of a permit to operate a grower facility, Applicant will prominently display the original Orion Township permit at the Permitted Premises in a location where it can be easily viewed by the public, law enforcement, and administrative authorities.

vi. At all times the facility will hold a valid local Permit and State Commercial Marihuana Facility License for a Grower.

vii. In addition to complying with the Orion Township Ordinance Authorizing and Permitting Commercial Marihuana Facilities, Applicant will comply with all Township Ordinances, including without limitation, the Township Zoning Ordinance, as well as the requirements of the County Road Commission, County
Building Inspector, County Drain Commissioner, District Health Department, Soil Erosion Officer, County Conservation Service, areas fire departments, Michigan Department of Natural Resources, Michigan Department of Environmental Quality, and any other applicable township, county, state and federal statutes.

viii. Applicant will have available, at all times, documentation that local and State sales tax requirements, including any requirement for a license, are satisfied.

ix. Applicant will provide updated operational and security plans to Orion Township upon request and prior to any proposed changes in its operations.

D. Inspections
i. Applicant will provide access to the facility for inspection to any federal, state, or local law enforcement officer to ensure compliance with the permit.

ii. Applicant consents to inspections as required in the MMFLA and pursuant to the Orion Township ordinance.

III. OPERATIONS
Applicant proposes ten (10) state-licenses in a single marihuana grower facility for the cultivation, drying, trimming, curing, and packaging of marihuana for sale to a processor or provisioning center pursuant to the requirements and restrictions of the Marihuana Facilities Licensing Act, PA 281 of 2016, and all future derivations thereof. This facility will be located in a secure industrial facility.

A. Compliance with State Regulations
Applicant will meet all operating regulations established by LARA and the Marihuana Licensing Board for Growers, including without limitation, any standards, procedures, and requirements for:

i. quality control
ii. chain of custody
iii. marihuana storage
iv. waste disposal
v. labeling and packaging
vi. storage of chemicals

B. Description of the Facility
Applicant’s facility will be used exclusively for the cultivation, drying, trimming, curing, and packaging of legal usable marihuana for sale to processors or provisioning centers.

C. Entry to Facility
Generally, the public will not be allowed entry to the facility. Notwithstanding the forgoing, Applicant will not allow entry to the facility to anyone under the age of 18.
D. Employees
Applicant anticipates having between fifteen (15) and (65) full and part-time employees, as many as possible of whom will be local community residents. None of Applicant's employees will be registered primary caregivers during the employment with Applicant. Please reference the staffing plan for a detailed list of potential positions.

E. General Policies
i. Applicant will only sell or transfer marihuana to a processor or provisioning center.

ii. Applicant will only use secure transporters in the distribution or exchange of marihuana or currency with processors or provisioning centers.

iii. Applicant will not promote the unlawful use of marihuana or any other drug or provide or otherwise make marihuana available to any person who is not legally authorized to receive Marihuana under state law.

iv. No owner, the Applicant, or any employee of Applicant will grow marihuana in the Permitted Premises for his or her own use.

v. The following activities are prohibited on the Permitted Premises:
   a. the sale, consumption, or use of alcohol, or controlled substances;
   b. smoking or consumption of marihuana.

F. Cultivation Plan
i. Propagation
   a. Lighting
   b. Watering
   c. Nutrient Application
   d. Integrated Pesticide Management

ii. Harvesting and Trimming

iii. Drying and Curing

iv. Packaging

v. Distribution
   a. All marihuana products will be validated from a verified transport manifest, created from the statewide monitoring system. The manifest includes a detailed form with the number of packages and detailed content for confirmation/validation with secure transporters and purchasers of the shipment (processors or provisioning centers).
   b. Each transport shipment will be processed in the following manner:
      1. Entry of shipped inventory into the statewide monitoring system.
      2. Confirmation with Secure Transporter of valid and verified transport manifest, including product count, weight of each package or item
c. State certified scales will be used to verify and weigh all marihuana, in whatever form.

G. Inventory Management
i. Applicant will not control or have on the Permitted Property an amount of marihuana plants or usable marihuana that exceeds any amount permitted by the state License or the Township permit.

ii. Tracking and Monitoring
Applicant will use a third-party inventory control and tracking system to interface with the statewide monitoring system. The third-party inventory control and tracking system will have the capabilities necessary to comply with the requirements applicable to a grower licensee:

a. Track all marihuana plants and packages;
b. Track lot and batch information throughout the entire chain of custody;
c. Track transportation of product;
d. Track marihuana waste;
e. Track all marihuana product transfers;
f. Track sales and returns;
g. Track marihuana plant, batch, and product destruction;
h. Perform batch recall tracking;
i. Report and track loss, theft, or diversion of marihuana products;
j. Receive testing results electronically from a safety compliance facility;
k. Provide access to state agencies and law enforcement as required;
l. Report all inventory discrepancies.

iii. Applicant will enter all transactions, current inventory, and other information into the statewide monitoring system as required by the MMFLA, the Marihuana Tracking Act, and any associated regulations.

iv. Inventory reconciliation - At the end of each day, physical inventory counts will be reconciled with the third-party inventory control and tracking system.

v. Returns

H. Quality Control
i. Sampling (by Licensed Safety Compliance Facility)

ii. Batch Testing (by Licensed Safety Compliance Facility)

iii. Transport to Safety Compliance Facility (by Secured Transporter)

I. Signage and Advertising
i. Applicant has no proposed signage at this time, but will amend this plan accordingly and provide the township with its sign permit application if and when it does wish to propose signage.

ii. Applicant will not display pictures, photographs, drawings or other depictions of Marihuana or Marihuana Paraphernalia on the outside of the Permitted Premises, nor will such pictures, photographs, drawings, or other depictions of Marihuana or Marihuana Paraphernalia be visible outside of the Permitted Premises on the Permitted Property.

iii. The words "Marihuana, "or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana will not appear on the outside of the Permitted Premises, nor will "Marihuana, "or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana be visible outside of the Permitted Premises on the Permitted Property.

J. Visibility of activities
   i. All activities of the facility, including without limitation, the cultivation, harvesting, trimming, drying, curing and packaging of Marihuana, and all other related activity permitted under Applicant’s License or Permit will occur indoors.

ii. No marihuana or paraphernalia shall be displayed or kept in the facility so as to be visible from outside the Permitted Premises.

K. Security
   i. Plan
   Applicant will maintain, at all times, a centrally-monitored security and alarm system on the premises that meets or exceeds state regulatory requirement. Applicant will maintain policies and procedures to include:

   a. Regular drills of the security protocols and emergency plans;
   b. Controlled and restricted access to the Permitted Property and Permitted Premises to employees, agents, and owners of Applicant, and law enforcement or state or local authorities as necessary to ensure Applicant’s compliance with state and local laws.
   c. Internal and external cameras with 24-hour monitoring and off-site recording;
   d. Installed panic buttons
   e. Limitations on the amount of currency and marihuana stored onsite;
   f. Cooperation and coordination with local law enforcement;
   g. Permitted premises will only be able to be accessed through a combination of security locks and access codes; and
   h. The ability to remain operational during a power outage with battery back-up.

ii. Security Surveillance Cameras
Security surveillance cameras will be installed to monitor all entrances, along with the interior and exterior of the premises, which will capture all areas of the property unless otherwise prohibited by law, including unobstructed video surveillance of all enclosed areas, unless prohibited by law, including all points of entry and exit that shall be appropriate for the normal lighting conditions of the area under surveillance.

iii. Security Recordings and Documentation
   a. All security recordings and documentation will be preserved for at least 30 days and made available upon request by any law enforcement.

iv. Robbery and Burglary Alarm System
Applicant will employ an alarm system that meets state requirements and obtains state approval. Specifically,
   a. Applicant will employ a centrally alarmed and monitored security system that will be monitored 24 hours a day, 7 days a week for the Permitted Premises pursuant to the attached service agreement.
   b. There will be a perimeter alarm on all entry points and perimeter windows of the Permitted Premises
   c. A failure notification system will provide an audible, text, or visual notification of any failure in the surveillance system. A panic button and alarm will directly notify the local law enforcement agency having primary jurisdiction.

v. Storage of Marihuana and Currency
   a. Applicant will store usable marihuana that is not otherwise in the process of being dried, trimmed, cured, packaged, or distributed including packaged and un-packaged usable marihuana, and currency in a secured locked safe that is permanently affixed to the premises.

L. Ventilation Plan/Air Filtration System
i. Applicant's facility operation and design will provide sufficient measures and means to minimize any impact to adjacent uses, including the control of odor by maintaining and operating an air filtration system so that no odor is detectable outside the Permitted Premises.

ii. Applicant's equipment and methods to control odor include a comprehensive air filtration system, consisting of
   a. Activated Carbon Filters.
   b. Heavy Duty Ventilation Fans.

iv. Details and specifications of the equipment used for Applicant's ventilation and air filtration plan are attached.
v. The total enclosed space in which harvested marihuana will be stored amounts to approximately 300 sq. ft. Applicant will use an advanced filtration system rated appropriately for the area.

vi. The air filtration system will be maintained in working order at all times and will be in use at all times. Filters will be changed a minimum of once every 365 days.

vii. In addition to the use of an air filtration system, Applicant will mitigate odors by keeping doors and windows closed at all times, except the minimum amount of time needed to allow ingress and egress to the building.

M. Toxic/Flammable/Hazardous Materials

i. Applicant's use of toxic, flammable, or other harmful, hazardous, or combustible materials will be limited to plant nutrients and pesticides and cleaning products. The facility may use the following nutrients and pesticides:

   a. CocoTech Bloom A
   b. CocoTech Grow A
   c. CocoTech Premier Nutrient
   d. FloraBloom Nutrient System
   e. FloraGrow Nutrient System
   f. Golden Tree Plant Food.
   g. Nutra Green 5-10-5 plus Micronutrients Foliar Spray
   h. Diatomaceous Earth
   i. Neem Oil
   j. PyGanic Pro Pyrethrin 5% MGK Miticide

ii. The facility may use the following commercial cleaning products, along with the following household products: materials regulated by government agencies:

   a. Ultra Dawn Lemon Dish Soap
   b. Nature's Source Toilet Bowl Cleaner
   c. Fantastik Antibacterial Heavy Duty All Purpose Cleaner
   d. Windex Original Glass Cleaner
   e. Novo Foaming Instant Hand Sanitizer
   f. QuickSan Food Contact and Surface Sanitizer

iii. The materials will be stored in secured and ventilated cabinets. All combustible or reactive materials will be stored separately.

iv. Materials will be handled, stored, and disposed according to specifications in each Material Safety Data Sheet.

v. Material Safety Data Sheets are attached. (Exhibit "4").
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA and applicable local ordinance guidelines to prevent the waste marihuana from being possessed or ingested by any person and animal.

i. Applicant’s current, preliminary waste disposal plan consists of shredding and grinding damaged and unusable plants, roots, seeds, stalks and harvested marihuana and mixing it with one of several lawful over-the-counter products, such as sawdust or cat litter to render it unusable, unrecognizable, and unpalatable, and then discarding in secured bags as part of its solid waste disposal.

ii. The State of Michigan’s Marihuana Licensing Board may require or suggest as a part of its regulations, expected sometime in November, one or more alternative waste disposal options including, but not limited to, waste disposal through the secured transporter system, waste mitigation through THC extraction methods (rendering the marihuana waste product inert) or some other method. Applicant warrants that it will comply with all state and local requirements as to waste disposal, but further commits to its current preliminary plan to render all marihuana waste unrecognizable, unusable and inaccessible regardless of state or local requirements.

IV. COMMUNITY RESPONSIBILITY AND CONCLUSION
Although marihuana has been used as a medicine across the globe for hundreds of years, its commercial production and sale is new to us, this state, and your community. We appreciate the opportunity to show Orion Township that Marihuana can be safe and accessible to a community while providing jobs and local economic growth. We look forward to being productive and responsible community partners, and will work with the Township toward that goal.
G. Township Permits & Compliance
Charter Township of Orion
2525 Jostyn Rd Lake Orion, MI 48360 PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE
http://AccessMyGov.com

Type of Construction:  
Occupancy Group:  
Edition of Code: 2015 MMC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
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<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
<td>MOLLICONE, JAMES P 14445 BARBER WARREN MI 48093</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
</tr>
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<td>Zoning: IV</td>
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</table>

Work Description: Building B Heat <250,000 (5), Heat >251 (26), Ducts (3), A/C (3), each additional ton (286), unit heater (25) and registration

Stipulations:

Estimated Cost: $0.00

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<tr>
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<th>Item Total</th>
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<td>HEAT &lt; 250,000 BTU</td>
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<td>HEAT &gt; 251,000 BTU</td>
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<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
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<td>UNIT HEATER 200,000 BTU OR LESS</td>
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<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
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</table>

Fee Total: $6,875.00

Inspector:
BRIAN CLAYCOMB
(248) 830 9005
mechinspector@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET
NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion
2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTIONS
AND VIEW RESULTS
ONLINE
http://AccessMyGov.com

Type of Construction: 2B
Occupancy Group: F-1

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<tr>
<td>180 PREMIER DR</td>
<td>BRIVAR CONSTRUCTION COMPANY</td>
<td>PREMIER DRIVE LLC</td>
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<tr>
<td>O-09-35-477-001 Lot:</td>
<td>7258 KENSINGTON ROAD</td>
<td>919 N MARKET ST STE 950</td>
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<td>BRIGHTON MI 48116</td>
<td>WILMINGTON DE 19801-3036</td>
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Work Description: Interior build out of existing "Building B" shell for operation as a grow and cultivation facility

Stipulations:
Estimated Cost: $600,000.00

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<td>72,622.00</td>
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<td>COM/L TENANT SPACE (COMPLETION// APPLICATION</td>
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<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
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Fee Total: $0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

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POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
**Charter Township of Orion**

2525 Jostyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

**BUILDING DEPARTMENT**

<table>
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<th>Electrical</th>
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<td>PE20-109</td>
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**SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE**

http://AccessMyGov.com

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**Type of Construction:**

| Occupancy Group: |

| Edition of Code: |

| 2018 NEC |

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**LOCATION**

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<tr>
<td>180 PREMIER DR</td>
<td>Joshua Holdsworth</td>
<td>PREMIER DRIVE LLC</td>
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<td>0-09-35-477-001</td>
<td>1185 N Perry</td>
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<td>Plat/Sub:</td>
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**Zoning:** IV

**Work Description:** Wiring grow facility

**Stipulations:**

**Estimated Cost:** $0.00

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<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
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<td>300.00</td>
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<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
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<td>120.00</td>
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<td>BASE FEE</td>
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<tr>
<td>FEEDER</td>
<td>Units</td>
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<td>LIGHTING FIXTURES / SMOKE DETECT/ FIXTURES</td>
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<td>FEEDER - UNDERGROUND (PER 100')</td>
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<td>SUBPANEL COMMERCIAL</td>
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**Fee Total:** 0.00

---

**Inspector:**

BILL HYDER  
(248) 866 3373  
eleconspector@oriontownship.org

---

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

---

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion

2525 Joslyn Rd  Lake Orion, MI 48360  PH 248 391.0304 Ext 6000

BUILDING DEPARTMENT

FIRE SUPPRESSION

PFS20-021

SCHEDULE INSPECTION

Please call the
Fire Department
248-978-5143


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
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</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
<td>EDWARD BARRY 1111 Oakley Park RD STE 201 Walled Lake MI 48390</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 930 WILMINGTON DE 19801-3036</td>
</tr>
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</table>

Zoning: IV

Work Description: Building B Fire Suppression

Please contact Jeff Williams to schedule your inspection

Stipulations:

Estimated Cost: $0 00

Inspector:

Jeffrey Williams
jwilliams@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become invalid and void if work in not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

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PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

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NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
## Charter Township of Orion

**2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000**

**BUILDING DEPARTMENT**

<table>
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<th>Plumbing</th>
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**SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE**


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<td>180 PREMIER DR</td>
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<td>O-09-35-477-001 Lot:</td>
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<tr>
<td>Plat/Sub:</td>
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<td>WILMINGTON DE 19801-3036</td>
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<tr>
<td>Zoning: IV</td>
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### Work Description:
Underground plumbing for grow rooms and sanitary lines for new bathroom group, hot and cold city water.

### Stipulations:

### Estimated Cost: $0.00

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
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<tbody>
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<td>ONLINE PERMIT FEE</td>
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<td>BACKFLOW PREVENTER (ANY SIZE)</td>
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<td>HOSE BIBB</td>
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<tr>
<td>HUMIDIFIER</td>
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<td>FLOOR DRAIN/ROOF DRAIN</td>
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<td>SHOWER TRAP</td>
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<tr>
<th>Inspector:</th>
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</thead>
<tbody>
<tr>
<td>TOM KATICH</td>
<td>(248) 343 2012</td>
</tr>
<tr>
<td><a href="mailto:pmlbinspector@oriontownship.org">pmlbinspector@oriontownship.org</a></td>
<td></td>
</tr>
</tbody>
</table>

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 110 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certified that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.
H. Litter & Waste Removal Plan
Litter & Waste Removal Plan

All biological waste product will be rendered unrecognizable by grinding it in an industrial grinder and combining it with other non-consumable solid waste, including the media in which we cultivate plants, Rockwool. The inclusion of inert material renders the combined solid waste unusable. All waste will be stored in a locked dumpster that is emptied at minimum once per week.

The company intends to employ particulate filtration in areas where waste is stored and processed, which minimizes potential exposure and impact to the outside environment. The facility, which is designed around large water chillers, is designed to circulate air rather than ventilating it. This process helps to avoid excess exposure of odors to the surrounding community.
I. Noise, Dust, Vibrations, Glare & Fumes Plan
Noise, Dust, Vibrations, Glare, Fumes or Odors Plan

Excessive Noise, Dust, Vibrations, Glare and Marijuana odors emanating from our facilities are a valid concern for the community and our neighbors. This plan details the measures deployed to ensure that minimal noise, dust, vibration, glare, fume or offensive odor is emitted from the facility, the response if it occurs, and that the measures remain effective over time.

This plan is our commitment to the Orion Township that we will be in compliance with regulations of the city and the administrative rules and that we will not operate in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property.

We will not vent noxious dust, odors, gases or fumes to surrounding areas.

We will mitigate dust and noxious odors by engaging in the following activities:

1. Adequate design measures to seal the building;
2. Utilizing a heating, ventilation, and cooling (HVAC) System designed to move an appropriate amount of air (cfm) throughout the facility to disperse odors;
3. Using industry leading MERV-13 HEPA filters in addition to FILTR, Blue Zone & Puradigm units in each room throughout the facility.

I. DESIGN MEASURES TO SEAL THE BUILDING

We intend to renovate our building in a manner that focuses on effectively sealing all interior rooms and exterior access points. Each room is enclosed in 12”, interlocking insulated panels which are designed to form an airtight seal. For additional protection, butyl caulk is applied at each joint to accommodate any flaws in the panels.

Caulk is also applied to seal any openings into the panels, including plug outlets, doorways, sprinklers, and anything else that could allow air flow. Our doors are fiberglass, weather stripped and employ a drop seal to press additional weather stripping against the floor when closed to maximize the seal all the way around.

II. MERV-13 HEPA FILTRATION SYSTEM

The purification of air throughout our facility is a top priority for both the health of the plants and the environment we subject our employees and the local community to. In an effort to target and reduce contamination, mold, bacteria, odor, dust, and fumes, we employ a variety of filtration systems in all rooms where marihuana plants are grown.

Each room will utilize clean room grade HEPA filtration units filtering down to 0.01um and providing up to 5 complete air changes per hour. These units also utilize a carbon filter which focuses directly on the removal of smells and volatile organic compounds.

In addition to the HEPA filters, each room will have Puradigm units to help reduce airborne and surface contaminates, and Agrify Bluezone UV filtration units, known to destroy 99.9%+ of both bacteria and mold. Both of these systems aid in odor elimination and containment.
As filters age, they become clogged with impurities, and ultimately less effective. As such, we will develop a maintenance schedule to inspect the filtration units regularly and to replace them per the manufacturer’s recommendation or at an expedited pace based on their usage in these environments.

III. VIBRATION MITIGATION
Exterior mounted cooling equipment is mounted on isolation pads to dramatically reduce vibrations that would otherwise be created by such large equipment.

IV. EVALUATING THE EFFECTIVENESS OF NOISE, DUST, VIBRATIONS, ODOR & FUME CONTROL MEASURES

Key site leadership roles will be trained to assess the production and escape of odors, dust, fumes and glare from the facility. We also anticipate a strong and friendly relationship with the local communities and will welcome feedback about any exhaust from the building. Should these assessments or the community ever determine that our levels are beyond acceptable, we will re-evaluate this plan and engage professionals to further refine our practices and properly mitigate the problem.
J. Spent Water & Soil Safety Plan
Spent Water & Soil Safety Plan

Wastewater Treatment Plan:
Wastewater generated during the cultivation of marihuana of marihuana products shall be disposed of in compliance with all applicable state and local laws and regulations. Despite the amount of water used in the cultivation process, there is very little water waste. The majority of water is used by the plants or evaporated out of the collection dishes upon which the plants sit. Any water that is used to rinse the plants or clean the facility or for any other purpose shall be rendered clean through both reverse osmosis and UV light after standard filtration methods, and either reused by the facility or discharged through a monitoring manhole where it can be monitored to comply with all local ordinances.

The Cultivation Facility will include an Ecowater RO purification system. Ecowater Purification Systems are the leading water filtration manufacturer in the industry, helping cultivators diagnose and solve every water problem imaginable. Ecowater designs systems to treat any water source including city water, well water, nutrient runoff water, wastewater, and condensate runoff.

Soil Safety Plan
The cultivation facility will not use soil – instead, all media for the purposes of growing plants will be rockwool, a lightweight hydroponic substrate made from spinning molten basaltic rock into fine fibers which are then formed in a range of cubes. This product will be disposed of through the grinder and mixed with biological waste in a locked dumpster.
K. Security Plan
SECURITY PLAN

Pure Green is committed to being a leader in Michigan’s cannabis industry and a trusted resource for the communities, consumers and clients we service. Essential to fulfilling this commitment is our ability to effectively protect our product from criminal repurposing throughout the facilities.

This Security, Surveillance and Diversion Prevention Plan details the physical and electronic security measures we employ to deter, detect, and inhibit the theft, diversion, and loss of Marijuana, and to prevent unauthorized conduct with respect to the storage and dispensing of Marijuana.

We have extensively researched and designed our Grow Facility to maximize security. The facility shall be built with enhanced security and stringent safety features to eliminate any potential for diversion. Our facility will be equipped with numerous motion sensors and exterior intrusion sensors that will be linked to local law enforcement. To prevent unauthorized entry and stop diversion, theft, or loss of marijuana, every square inch of the facility shall be continually monitored by high definition security cameras and commercial-grade equipment. Security systems will be positioned so they closely monitor activities at strategic risk points and watch for any strange behavior or movement. Marijuana shall not be visible to any person from the exterior of the Grow Facility.

We will create a culture of responsibility, accountability, and strict security surrounding all aspects of the facility. The stringent operating procedures outlined below demonstrate a commitment to employee and public safety above all other operating values. From receipt to sale, we are committed to preventing diversion by implementing a comprehensive security strategy. Employees will be extensively trained to understand that security is a primary obligation for everyone at our facility.

We will have comprehensive security policies and procedures for the Grow Facility, which address measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the facility. Employees will receive on-going training regarding our security protocol and the Site Manager shall ensure all employees follow policies and procedures regarding the security of the facility. The Site Manager shall implement and maintain employee training policies and procedures for security training. All employees shall aid in the security of the Grow Facility through prevention, awareness, reporting, and responsible incident management. All employees shall be required to immediately report security breaches and incidents of non-compliance to their supervisor, and in case of sudden emergency, immediately to law enforcement by either striking a panic button or calling law enforcement directly.

We will make our facility available and open to inspection, at all times, for law enforcement, representatives of the Department and law enforcement, when necessary to perform their duties.

PHYSICAL SECURITY

The facility shall be designed to maximize security and stop the potential for diversion. Access to the secure facility shall include safety and security mechanisms that prevent unauthorized entry. All doors will be burglary-resistant material, with commercial-grade, non-residential locks. Additionally, exterior doors, as well as limited access area entries, will be automatic locking and equipped with electric strike and keycard access hardware. All doors are setup to fail secure, which means in the event of a power failure, the doors will remain locked and only be accessible via a master key.
The Grow Facility’s main entrance vestibule shall include a mantrap to control passage from the public access area to the limited access area. We will strive to install Underwriter’s Lab (UL) approved locks and lock cylinders, which are rated as burglary resistant. We will also install local alarms on all fire exits and other perimeter doors not authorized for employee or visitor use. Our alarm system will be monitored after business hours with live monitoring through a licensed security monitoring company. If there are ever any after-hours issues, the live monitoring system will be linked directly to law enforcement and the Site Director, among other key personnel.

We shall ensure that trees, bushes, and other foliage outside of the premises do not allow people to conceal themselves from sight. The surveillance system’s cameras shall be capable of certain identification of persons (including facial features), license plates, vehicles, the immediate surrounding areas, and any activities occurring within any area of the premises, and the parking area, and within twenty feet (20’) of all entry and exit points of the premises. Cameras will cover every square inch of the facility.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.

**LIGHTING**

Exterior lights at all points of entry and exit shall remain constantly illuminated to allow for recording. Lighting on the outside perimeter shall allow cameras the ability to record any suspicious activity. Timed-delay switches shall be used to turn off non-essential interior lights, which shall not remain lit after employees have left the facility. Motion detecting lights shall be installed in areas that are entered and exited infrequently. The exterior of the facility shall be lit by commercial LED light fixtures sufficient to facilitate twenty-four-hour surveillance. Exterior lights in the parking area will remain on from dusk until dawn.

**SECURITY EQUIPMENT**

Our security equipment shall be designed, installed, and maintained to deter and prevent unauthorized entrance and theft of marijuana products at the facility. Security equipment shall be installed by a commercial, licensed service provider. All equipment shall be compliant with Department rules and all state and local laws, regulations, ordinances, and other requirements.

**ENTRY AND EXIT ELECTRONIC EQUIPMENT AND PLACEMENT**

Our entry and exit electronic access equipment will consist of the following:

- Electric strike locks on all doors in the Grow Facility with the ability to override access control for emergency exit even during a power outage.
- RFID proximity card access control devices for all interior doors and all exterior entrances and exits into the Grow Facility.
- Access control system that allows for programming or uploading individual user permissions and allowed entry times, as well as operations-specific information including employee photos.
- A backup power supply system that immediately provides power for at least twenty-four (24) hours in the event of a power outage.
- Main system operating equipment will be kept in the security room, a limited access area.
• Access control system that monitors and records:
  o Identification of employees or visitors entering and exiting.
  o Date and time of entry and exit.
  o Length of time in specific area.
  o Any unauthorized attempts for access.

ALARM SYSTEM

We shall have a professionally monitored security alarm system installed at our facility. Monitoring of the alarm system shall be twenty-four (24) hours a day, seven (7) days a week. We shall notify the Department of any intent to change our security alarm service provider. Upon request, we will make available to the Department all information related to the alarm system, monitoring, and alarm activity. The alarm system shall consist of the following:

• Appropriate equipment necessary to monitor activity inside and outside the Grow Facility, including:
  o All entrances and exits.
  o Roof hatches.
  o Rooms with exterior windows.
  o Rooms with exterior walls.
  o Rooms containing marijuana.
  o Rooms containing safes or vaults.

• A backup power supply system that immediately provides power in the event of a power outage.

• Main system operating equipment is kept in the Main Office Surveillance/IT Room, a limited access area.

• All telephone junction boxes or rooms where alarm telephone circuits terminate are locked, tamper-protected, and all labels or tags identifying these alarm circuits have been removed.

ALARM SYSTEM COMMUNICATION

The alarm system shall include an electronic or mechanical system that, upon activation, is programmed to send a prerecorded voice message, via telephone, radio frequency, or other communication system, to appropriate law enforcement authorities or other emergency services. In addition, the alarm system shall be equipped with a failure notification system that notifies the alarm monitoring service provider of the system failure via audio, text, visual, or audiovisual message, within a maximum of five (5) minutes of such failure.

ALARM SYSTEM TESTING

We shall bi-annually conduct an onsite inspection and test of the entire alarm system to determine needed repairs and adjustments.

ALARM SYSTEM RECORDS

We shall keep and maintain alarm system records and will make available to the Department all
information related to the alarm system, monitoring, and alarm activity. These records shall include the following:

- The name of the alarm installation and monitoring service provider.
- Copies of service contracts.
- A map of the Grow Facility showing the location and operation of each alarm system component including alarm telephone circuits.
- A list of authorized users.
- Manufacturers’ instructions for operating and maintaining the equipment.
- Testing and maintenance logs.
- Reports of any incidents triggering an alarm.
- Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

**SURVEILLANCE SYSTEM**

We shall have a fully operational electronic surveillance system installed at our facility. We shall notify the Department of the intent to make any changes to the surveillance system. Upon request, we will make available to the Department all information related to the electronic surveillance system installed at our facility. The surveillance system shall consist of the following:

- Appropriate equipment necessary to video record activity inside and outside the Grow Facility, including:
  - All entrances and exits into and out of the Grow Facility.
  - Roof hatches or skylights.
  - Rooms with exterior windows.
  - Rooms with exterior walls.
  - Rooms containing safes or vaults.
  - All entrances and exits of security rooms and limited access areas.
- Appropriate equipment to record keycard entry and exit activity of all our employees and visitors.
- A backup power supply system that immediately provides power in the event of a power outage.
- A dedicated safe or vault to store all entry/exit records and video recordings in the Office Surveillance/IT Room, in a limited access area.
- Main system operating equipment is kept in the main office Surveillance/IT Room.

**VIDEO SURVEILLANCE EQUIPMENT**

Our video surveillance equipment will consist of the following:

- Network video recorders with a record rate of a minimum of thirty (30) frames per second.
- Cameras with a minimum resolution of 1920 x 1080 pixels.
• Cameras with infrared capabilities to capture images in low or no lighting conditions.
• Cameras with capabilities to identify activity occurring within twenty feet (20') from all points of entry and exits into and out of the exterior of the Grow Facility.
• Video monitors.
• Digital archiving device.
• Capabilities to produce a color still photograph from any camera image, live, or recorded.
• Capabilities to accurately display the time and date on recorded images or video
• Color printer that can immediately produce a clear, color still photo, either live or recorded, with a resolution of 9600 dpi and the image quality is relative to the camera being used to capture the image.

CAMERA COVERAGE PLACEMENT

We will install at least One Hundred (100) security cameras. The security cameras will be permanently mounted and in a fixed location. Each camera at the Grow Facility shall be placed in a location that allows the camera to clearly record activity occurring within twenty feet (20') of all points of entry and exit on the Grow Facility. The cameras will cover every square inch of the facility. The cameras shall allow for the clear and certain identification of any person, including facial features, and activities, including sales or transfers, in all areas of the Grow Facility. The security cameras shall monitor and record all areas of the Grow Facility including:

• All areas where marijuana or products are present, including activities related to:
  • Weighing, packaging, and labeling.
  • Storing, preparing for sale, loading/unloading, or moved within the Grow Facility.
  • Waste Disposal
• Limited-access areas and security rooms, including transfers between rooms and areas.
• Areas storing a surveillance system storage device with at least one (1) camera recording the access points to the secured surveillance recording area.
• All entrances and exits into and out of the exterior of the Grow Facility, recording both indoor and outdoor vantage points.
• Outdoor trash receptacles.
• Roof hatches or skylights.
• Rooms with exterior windows.
• Rooms containing safes or vaults.
• All areas where cash is counted, transferred, or stored.
• All areas where records are stored.

Cameras shall not be installed in bathrooms or any other area where a legitimate expectation of privacy exists. Camera placement shall ensure:

• Visibility of activities is not obstructed by lighting equipment covers, fixtures, or other equipment.
• A clear and certain identification of all individuals and activity at the Grow Facility.
• Identification of activity occurring within twenty feet (20’) from all points of entry and exit into and out of the exterior of the Grow Facility.

SURVEILLANCE FAILURE NOTIFICATION

The surveillance system shall include a failure notification system that alerts the Site Director and other key site personnel of any interruption in surveillance and/or the complete failure of the monitoring system. The notification shall be within a maximum of five (5) minutes of such failure via audio, text, visual, or audiovisual message. Additionally, an alarm shall signal the Security Officer on duty whenever an unauthorized entry is attempted.

SURVEILLANCE TESTING

We shall ensure that the surveillance system is properly maintained for playback quality so that images can be seen and the identity of all individuals and activity in surveillance areas are captured. We will schedule and oversee all required maintenance of security equipment in accordance with manufacturer recommendations. Any equipment failure identified shall be corrected as soon as possible. All security equipment shall be in good working order and shall be inspected and tested at regular intervals.

INFORMATION TECHNOLOGY SECURITY

We shall ensure the security of our hardware, software, data, and communications networks, including the following information technology (IT) maintenance:

• Software registration.
• Security patches.
• Malicious software prevention.
• Account management.
• Security status and network access monitoring.
• Disposal and redeployment.
• Employee IT security training.
• Vulnerability assessments.

Access to protected information shall be restricted to essential employees only. Access may be granted to authorized representatives of the Department and other government officials if necessary to perform their official duties. Examples of protected information include:

• Security and cash management procedures.
• Asset and inventory lists.
• Network data.
• Floor plans of critical areas.
• Password and code records.
• Customer records.
• Employee records.

PRODUCT SAFETY AND SECURITY

We shall develop and implement procedures that ensure product safety and security and are compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures shall include measures that:

• Minimize the risk of diversion or theft of marijuana.
• Minimize the risk of contamination from incoming materials.
• Ensure proper storage conditions that maintain the quality and purity of our marijuana products.

MATERIAL RECEIVING

All deliveries shall be verified at the front entrance to the facility before allowed access to the loading areas. All materials received will be documented. No material may be received unless its shipping documentation matches the corresponding purchase order or separate approval is given by the Site Manager. Employees shall notify the Site Manager of any shipment discrepancy immediately and shipment may not be accepted without the Site Manager’s approval.

PRODUCT STORAGE SECURITY

Storage areas shall be designed to provide adequate lighting, ventilation, temperature, humidity, space, and equipment. All storage areas shall be maintained in a clean and orderly condition, free from infestation of pests, and in accordance with our security measures and Security Plan. The Grow Facility Manager shall ensure secure containers containing marijuana products remain dry, well ventilated, have temperature-control features to avoid extreme temperature fluctuations and appropriate odor-control features. These proper storage environments ensure product storage does not lead to product contamination or loss of quality.

The storage areas containing marijuana products shall be designed for security and ease of maintenance. We shall establish product storage and security policies and procedures compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Under no circumstances may any product be transferred without following our policies and procedures and all the rules set forth by the
Department and all applicable state and local laws, regulations, ordinances, and other requirements. Storage policies and procedures shall include:

- All equipment and any areas used for the processing or storage of marijuana shall be securely locked unless in use.
- All areas used for the storage of marijuana shall be on a time lock and only accessible during regular business hours.
- Inventory shall be reviewed and documented at the beginning and close of each day.
- All areas where marijuana product is stored will be monitored by the surveillance system.

DIVERSION PREVENTION

Investigation of possible diversion and developing policies to prevent it will be conducted by a team of our senior officials, including our CEO, COO, and Director of Compliance. Collectively, they will be known as the Diversion Prevention Team or DPT. The team will have multiple responsibilities including:

- Investigating allegations of diversion
- Developing policies and procedures to prevent diversion
- Managing performance improvement measures
- Providing overall direction for the program.
- Reporting confirmed cases of diversion to law enforcement

The DPT will also integrate information from external sources and environmental factors to improve safety and security at facilities. External sources and environmental factors may include news reports, trade and patient associations, law enforcement bulletins, et cetera. Standard operating procedures shall be updated to incorporate new sources of information and prevent diversion.

WORKING WITH LAW ENFORCEMENT

We deeply value and respect the work of local law enforcement. Police officers are on the front lines protecting our safety. Therefore, our Company, through the DPT, will form a partnership with law enforcement. This partnership will be rooted in a shared responsibility for the safety of the community. Upon request, law enforcement will have access to employee records and Grow Facility operations. Company will also engage with first responders like EMS and fire to establish emergency response protocols. This will create a close working relationship and enhance our ability to provide a secure and positive experience for our employees and the community.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.
EMPLOYEE TRAINING

We know that having a trained and educated workforce is paramount to having an effective diversion strategy. Therefore, a considerable amount of time, resources, and energy will be devoted to ongoing diversion prevention training. The training curriculum will be conducted by the DPT. At a minimum, the training curriculum shall include:

- Compliance regulations for grow facilities.
- State laws and agency rules regulating the use of marijuana.
- Strategies for preventing diversion.
- Criminal and civil consequences for diverting product.
- Security and safety standard operating procedures.
- Chain of command for reporting diversion.
- Incident management.
- Daily operating procedures.

Diversion prevention trainings are mandatory for every new employee. Additionally, each employee shall be required to participate in quarterly continuing education trainings on diversion. Training materials will be outcome driven. Employees will be given real world examples of diversion and taught the appropriate response. Teaching the material through the learning principles of problem solving, discussion, and feedback will empower and increase understanding and retention of the training. This process of integrating knowledge will develop a culture of shared values, perspectives, and become the way of daily conduct and purpose at the Grow Facility.

Employees will have access to diversion prevention training materials at all times. There will be no excuse and zero tolerance for not knowing the proper policies and procedures. Well-maintained employee training records displaying documented training dates and subject matter will preserve and increase compliance, continuity and understanding of all guidelines, security procedures, safety, and incident response. Employee training records will become a written testament of the detailed information and accountability of security education.

INVESTIGATION OF DIVERSION

Due to intense and robust security operations, we do not anticipate diversion at our facility. However, it is important to be prepared for any scenario. We have developed an enhanced investigation procedure for any allegations or reports of potential diversion. Any allegation or report will be fully and immediately investigated by the DPT with established processes and timeframes.

Security policies developed by our Company outline that the first step of investigation is to preserve all possible evidence. Evidence needs to be persevered for the investigation and may be used in future disciplinary matters. The second step of investigation shall be to review all camera footage and other relevant information technology. Each marijuana product is tracked from seed to sale. Therefore, if diversion occurred, it will likely appear in an audit of the tracking software. The third step of investigation will be to interview the employee who engaged or
allegedly engaged in diversion. This step can only be executed if enough evidence is gathered to narrow down the suspect. The goal of the interview is to get the subject to confess how they diverted product to prevent future incidents from occurring. The fourth step of investigation will be to report the confirmed incident of diversion and suspect to law enforcement and the Department. The Site Manager shall be the point of contact for all law enforcement inquiries and will turn over all relevant evidence to law enforcement and the Department. The final step of investigation is to develop policies and procedures to prevent the incident from happening again. Once new policies have been developed by the DPT, an all staff training shall be given. The training will be a top down review of all security policies including any updated procedures.

INCIDENT RESPONSE

We shall establish incident response procedures addressing any incident that may occur, including natural disaster, unauthorized access, theft, or IT security breach. Procedures shall be in accordance with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures for general emergency and incident management, containment, and corrective measures shall be thoroughly detailed. The Director of Compliance shall ensure the appropriate response procedures are followed. All employees shall receive incident response training annually. The Site Manager shall determine the category and severity of the incident and determine the next best course of action. All discussions, decisions, and activities shall be documented.

We shall immediately notify appropriate law enforcement authorities and the Department immediately after the discovery of a reportable incident as defined by state and local laws, regulations, ordinances, and other requirements. Examples of an incident may include, but are not limited to:

- Theft or physical loss of marijuana or confidential records.
- Breach of our network servers.
- Robbery or unauthorized entry in the Grow Facility.
- Threats of violence to the Grow Facility, employees, or visitors.
- Bomb threats.
- Any criminal activity.
- Civil disturbances.
- Hazardous spills.
- Infectious disease epidemic.
- Serious accidents.
- Fires.
- Earthquakes.
- Floods.
- Windstorms or tornadoes.
INCIDENT REPORTING

Anyone with knowledge or a reasonable suspicion of an incident is instructed to make an immediate report to the Grow Facility Manager or the Site Manager. The person reporting the incident shall complete the Incident Log.

- Date and time of occurrence or suspected occurrence.
- Names and contact information of parties involved and any witnesses.
- Description of incident.
- Completed Suspect Description Forms, if applicable.
- Any evidence supportive of the event (unless law enforcement is required on scene or en route).

We shall notify appropriate law enforcement authorities and the Department immediately after discovering the following:

- Discrepancies identified during inventory; diversion, theft, or loss of marijuana; or any criminal action involving an employee.
- Theft, robbery, or burglary; sale to minors; diversion of marijuana or marijuana products; or any other crime related to marijuana.
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person.
- Unauthorized destruction of marijuana.
- Any loss or unauthorized alteration of records.
- An alarm activation or other event that requires a response by public safety personnel.
- Integrity of the inventory management system compromised.
- An IT security breach.
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours.
- Any other breach of security defined by the rules set forth by the Department.

UNAUTHORIZED ENTRY/ROBBERY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, or product due to unauthorized entry, employees shall be trained to perform the following:
• Notify law enforcement utilizing a panic alarm, only if it can be safely done without being obvious to the robber.

• Do not resist the robber or use or encourage the use of weapons or force against the robber.

• Try to inform the robber of any potential surprises (e.g., an employee is due back from lunch or the building alarm is set to be tested).

• Try to keep employees and visitors, if applicable, calm during the robbery.

• Try to alert other employees of the situation using pre-determined signals or text messages, only if safe to do so.

• Follow the robber’s commands in order to shorten the time of the incident. Do not argue with the robber, but do not volunteer to help.

• If the robber demands a certain amount of money or product, only give them that amount.

• Be observant in order to be a good witness. Try to remember:
  o The number of robbers.
  o The physical characteristics of the robber(s), such as weight, scars, tattoos, hair color, or speech patterns.
  o The clothing worn by the robber(s).
  o Any names used by the robber(s).
  o A description of any weapons shown, such as barrel length and color, color of the grip, or automatic or revolver.

• If the robber uses a note, try to place it out of sight to retain it as evidence.

• Do not follow a robber.

• Secure the Grow Facility and place a notice that the business is closed due to an emergency.

• Call the police and ambulance, as needed, immediately and request that witnesses stay or obtain their contact information.

• Provide aid to injured people.

• Do not discuss the robbery with any outside parties until police and management has given authority to do so.

• Do not estimate the amount of money or product that was taken until an inventory has been performed.

Corrective procedures that may be required to return conditions to a normalized and secure state:

• Change all security codes.

• Replace locks and issue keys only to authorized employees.
• Ensure any video of the incident is archived.
• Restore security devices and/or apparatus to working condition.
• Repair any physical damage to the Grow Facility.
• Provide employees and visitors, if applicable, counseling, as needed.
• Perform a security re-training as soon as possible.
• Modify Employee Access Control Log as deemed appropriate.

INTERNAL THEFT/BURGLARY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, product due to internal theft or burglary, employees shall be trained to perform the following:
• Identify missing or compromised assets.
• Gather, remove, recover, and secure sensitive materials to prevent further loss or access.
• Power down, recycle or remove security equipment known to be compromised.
• Where possible, secure the premises for possible analysis by the Department and law enforcement.
• Gather and secure any evidence of illegal entry for review by the Department and law enforcement.
• Where possible, record identities of any party who might be a possible witness to events.
• Preserve video recordings and Visitor logs for review by the Department and law enforcement.

Corrective procedures that may be required to return conditions to a normalized and secure state:
• Retrieve or restore assets where possible.
• Store all sensitive materials and products in a secure manner (e.g., lockable cabinets or storage areas/container).
• Replace locks and issue keys only to authorized employees. Update the Employee Access Control Log as necessary.
• Restore security devices and/or apparatus to working condition.
• Remove and retain unauthorized equipment from network and/or area.
• Implement physical security devices and improvements (e.g., equipment cables, alarms) as deemed appropriate.
• Perform a security re-training as soon as possible.
FIRE PROCEDURES

If a fire does not present an immediate danger to personal safety, one (1) employee shall try to extinguish the fire. If a fire presents an immediate danger to personal safety, a fire alarm shall be pulled and a call to 911 shall be immediately made and evacuation of the building shall occur all at once.

Evacuation of Grow Facility

Any director or manager may determine the need to evacuate. Reasons for evacuation may include:

- Fire.
- Bomb threat.
- A hostile or violent employee, visitor, or unknown person.
- Power outage.
- Earthquake.
- Water or gas leak.
- Hazardous spill.
- Robbery or hostage situation.

The Site Manager shall ensure that all employees and visitors, if applicable:

- DO NOT gather in lobbies.
- DO NOT open a door without first checking for heat.
- DO NOT touch any suspicious items or suspected bombs.
- DO NOT run or panic.
- DO NOT re-enter the building until authorized.
- DO assist disabled individuals or others who need assistance. Evacuate disabled individuals or others who need assistance ONLY under the direction of authorized emergency personnel or when there is an immediate threat to personal safety and security.

INCIDENT CONTAINMENT

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes required to quickly contain and minimize the immediate impact to personal safety, the Grow Facility, and other affected parties. Containment activities shall be designed to:

- Minimize harm to individuals.
- Counteract the immediate threat.
• Prevent propagation or expansion of the incident.
• Minimize actual and potential damage.
• Restrict knowledge of the incident to authorized employees.
• Preserve information relevant to the incident.

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes to quickly:
• Secure the environment.
• Restore the environment to its normalized state.

The Site Manager shall be actively engaged throughout the incident to assess the progress of all containment and corrective measures and determine at what point the incident can be considered resolved.

INCIDENT CONTAINMENT AND CORRECTIVE PROCEDURES

The Site Manager shall determine and implement the appropriate procedures required to quickly contain and minimize the immediate impact of an incident, as well as to quickly restore circumstances to a normalized, secure state. Containment and corrective measures shall be designed with the primary objectives of:
• Minimizing harm.
• Counteracting the immediate threat.
• Preventing propagation or expansion of the incident.
• Minimizing the actual and potential damage.
• Restricting knowledge of the incident to authorized employees.
• Preserving information relevant to the incident.
• Securing the environment.
• Restoring the environment to its normalized state.

POST-INCIDENT REVIEW, REPORT, AND FOLLOW UP

The Site Manager shall hold a Post-Incident Review after each incident has been resolved. The Post-Incident Review shall be scheduled within two (2) to three (3) weeks of the incident’s resolution and shall involve:
• Appropriate personnel, which may include affected parties.
• Examination of the incident and all related activities and events.
• Discussion on proposed changes to policy, processes, and safeguards.
All incident activities, from receipt of the initial report through post-incident review, shall be documented. The Site Manager shall ensure all events are recorded, assembling these records in preparation and performance of the post-incident review, and ensuring all records are preserved for review. The following shall be included, at a minimum, in the Post-Incident Report:

- A description of incident events with specific timelines.
- Employee(s) involved.
- Non-Employees involved.
- Impact to affected parties.
- Discussions, decisions, and assignments made.
- Successful and unsuccessful activities.
- Notifications required or recommended.
- Steps taken for containment and resolution.
- Recommendations for prevention and remediation (short-term and long-term).
- Identification of policy and procedure gaps.
- Results of post-incident review.
- Any necessary follow-up actions.

The Post-Incident Report shall be distributed to the Site Manager, the Grow Facility Manager, and all other relevant parties for review. The Site Manager shall ensure the appropriate employees are assigned to any follow-up actions. The Site Manager shall document the completion of all follow-up actions in the Post-Incident Report and distribute an updated copy.

SECURITY SYSTEM RECORDS

We shall keep all necessary books and records in order to render a full account of all operations conducted at the Grow Facility under our license for the year to date and the five (5) years prior. We shall keep books and records of the Grow Facility from the previous six (6) months (or the complete copies of such records) in the Grow Facility at all times. All marijuana related records shall be retained in the inventory management system. All surveillances recordings shall be retained, at a minimum for at least sixty (60) days, unless in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the licensee shall retain the recordings until such time as the department notifies the licensee that the recordings may be destroyed. Our standard operating procedures shall detail the maintenance of records and measures for addressing and reporting any loss or unauthorized alteration of records. The Department, upon request, shall have full access to all Grow Facility records and surveillance recordings.

We shall keep and maintain security and surveillance system records and recordings in the Grow Facility and copies stored on a secure cloud storage. These records shall include, at a minimum, the following:

- The name of the surveillance equipment installation service provider and all equipment manufacturers.
- Copies of any service contracts.
- A map of the Grow Facility showing the location and operation of each surveillance system component, including the direction of camera coverage.

- A list of authorized users.

- Manufacturers' instructions for operating and maintaining the equipment.

- Testing and maintenance logs.

- Reports of any incidents of unauthorized entry.

- Employee Access Control Logs.

- Visitor Registration Logs.

- Authorized Visitor Access Control Logs.

- Incident Logs and Post-Incident Reports.

- Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

- A log of the recordings, which includes:
  - The identities of the employee or employees responsible for monitoring the video surveillance system.
  - The identity of the employee who removed the recording from the video surveillance system.
  - The identity of the employee who destroyed any recording.

- Video surveillance recordings shall be:
  - In a digital format that ensures authentication of the recording as being legitimately captured without alterations.
  - Easily accessible and in a format that allows for viewing and copying.
  - Embedded with the date and time without significantly obscuring the picture.

We will maintain a log of all recordings, which will include a minimum:

- The identities of the employee or employees responsible for monitoring the video surveillance system.

- The identity of the employee who removed the recording from the video surveillance system storage device and the time and date removed.

- The identity of the employee who destroyed any recording.

Video surveillance recordings shall be stored on an NVR that is server-based with storage as required to meet recording rate and retention. This system shall be password-protected and separate from any other equipment in the Grow Facility. The files and video surveillance recordings shall be available for inspection, upon request, by authorized representatives of the Department and other government officials when necessary to perform their official duties.

After the expiration of the retention period, and before selling or closing the facility, the surveillance video recordings shall be erased, destroyed, or otherwise disposed. We shall not destroy any surveillance video recordings if we have knowledge or should have knowledge of any ongoing criminal, civil, administrative, or other official investigations or proceedings for which the recording may contain relevant information. Additionally, we shall not destroy any surveillance
video recordings in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the recordings shall be retained until such time as the Department notifies us that the recordings may be destroyed.
**Security and Surveillance Equipment Room Access List**

This is the current list of individuals having access to our Security and Surveillance Equipment Storage Room. Only those on this list are essential to maintain security and surveillance operations. All others will be denied access to the Security and Surveillance Equipment Room.

This list is available to the Department or authorized agents immediately upon request.

<table>
<thead>
<tr>
<th>Name of Employee/Contractor</th>
<th>Authorized Entry by (Name of Manager)</th>
<th>Date Authorized</th>
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Security and Surveillance Equipment Room Access Log

**Instructions:** Use this log to record your access to the Security and Surveillance Equipment Room, entering the reason for your presence here and the date and time of access.

<table>
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<tr>
<th>Date</th>
<th>Name</th>
<th>Reason for Access</th>
<th>Manager Authorizing Access</th>
<th>Time In/Out</th>
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ADDITIONAL DOCUMENTS
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF ORGANIZATION for

PURE GREEN, LLC

ID Number: 801934144

received by electronic transmission on March 08, 2018, is hereby endorsed.

Filed on March 09, 2018, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of March, 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau
RESTATED ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Restated articles

The identification number assigned by the Bureau is:
801934144

The name of the limited liability company is:
PURE GREEN LLC

All former names of the limited liability company are:

The date of filing the original Articles of Organization was:
1/26/2016

The name of the limited liability company is:
PURE GREEN, LLC

The purpose or purposes for which the limited liability company is formed for:
To engage in any activity for which a limited liability company may be formed under the Act.

The duration of the limited liability company if other than perpetual is:
PERPETUAL

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):
1. Agent Name: STEPHEN GOLDBERG
2. Street Address: 4761 TARA CT
   Apt/Suite/Other: 
   City: WEST BLOOMFIELD
   State: MI
   Zip Code: 48323

3. Registered Office Mailing Address:
P.O. Box or Street Address: 4761 TARA CT
   Apt/Suite/Other: 
   City: WEST BLOOMFIELD
   State: MI
   Zip Code: 48323

Article V

(Ininsert any desired additional provision authorized by the Act.)

THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

ARTICLE VI

NO MANAGER OF THE COMPANY IS LIABLE FOR THE ACTS, DEBTS OR OBLIGATIONS OF THE COMPANY. THE MONETARY LIABILITY OF ANY MANAGER OF THE COMPANY FOR BREACH OF ANY DUTY ESTABLISHED UNDER SECTION 404 OF THE ACT IS LIMITED TO THE FULLEST EXTEN
IT PERMITTED BY THE ACT. THE COMPANY WILL INDEMNIFY AND HOLD HARMLESS EACH MANAGER FROM AND AGAINST ANY AND ALL LOSSE
S, EXPENSES, CLAIMS, AND DEMANDS SUSTAINED BY REASON OF ANY ACTS OR OMISSIONS OR ALLEGED ACTS OR OMISSIONS OF THE MA
NAGER, INCLUDING JUDGMENTS, SETTLEMENTS, PENALTIES, FINES, OR EXPENSES INCURRED IN A PROCEEDING TO WHICH THE MANAGER IS
A PARTY OR THREATENED TO BE MADE A PARTY BECAUSE THE PERSON IS OR WAS A MANAGER TO THE FULLEST EXTENT PERMITTED BY LA
W OR CONTRACT.

Complete section (a) if the Restated Articles only restate and integrate the Articles of Organization, otherwise, complete section (b). Do not complete both, (Select One)

(a) These Restated Articles of Organization only restate and integrate the Articles of Organization.

(b) These Restated Articles amend the Articles of Organization and were approved on 2/7/2018
   In accordance with Section 604 of the Act: (select one)
   □ by a majority in interest if an operating agreement authorizes amendment of Articles of Organization by
   majority vote.
   □ by unanimous vote of all the members entitled to vote.

This document must be signed by a member, manager, or an authorized agent:

Signed this 8th Day of March, 2018 by:

<table>
<thead>
<tr>
<th>Stephen Goldner</th>
<th>Member</th>
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By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

□ Decline    □ Accept
Date of this notice: 11-10-2017
Employer Identification Number: 82-3373450
Form: SS-4
Number of this notice: CP 575 G
For assistance you may call us at: 1-800-829-4933
IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-3373450. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is PURE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.
OPERATING AGREEMENT
FOR
PURE GREEN LLC

Effective Date:
March 6, 2018

Prepared by:
Matthew W. Bower
Varnum LLP
160 West Fort St., 5th Floor
Detroit, Michigan 48226
THE MEMBERSHIP INTERESTS IN PURE GREEN LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. SECTION 6 OF THIS AGREEMENT FURTHER RESTRICTS TRANSFERABILITY OF INTERESTS IN THE COMPANY.

OPERATING AGREEMENT
FOR
PURE GREEN LLC

This Operating Agreement of Pure Green LLC, a Michigan limited liability company (the "Company"), is entered into as of March 6, 2018 by and among the Company, and each of the members listed on the signature pages from time to time attached hereto (each a "Member" and collectively, the "Members").

RECITALS

WHEREAS, the Company was formed by Stephen Goldner, as a single-member limited liability company, under the laws of the State of Michigan by the filing Articles of Organization with the Michigan Department of Licensing and Regulatory Affairs on January 26, 2016 (as amended, the "Articles of Organization") for the purposes set forth in Section 2.05 of this Agreement; and

WHEREAS, Stephen Goldner desires to issue a Membership Interest to Steve Sensoli and admit Steve Sensoli as a Member upon execution of this Agreement, which sets forth the terms and conditions governing the operation and management of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

"Additional Capital Contribution" has the meaning set forth in Section 3.02.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:
(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(i)(c), 1.704-2(g)(1) and 1.704-2(t); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"Agreement" means this Operating Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

"Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Articles of Organization" has the meaning set forth in the Recitals.

"BBA" has the meaning set forth in Section 10.04.

"BBA Procedures" has the meaning set forth in Section 10.04.

"Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(i)-(g)(3).

"Book Value" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;
(b) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Members, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a de minimis Capital Contribution;

(ii) the distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) provided, that adjustments pursuant to clauses (i) and (ii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

(e) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(f) If the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"Budget" means the annual budget of the Company as may be approved by a Majority in Interest of the Members from time to time.

"Business" has the meaning set forth in Section 2.05(a).

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Detroit are authorized or required to close.

"Capital Account" has the meaning set forth in Section 3.03.
"Capital Contribution" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.


"Company" has the meaning set forth in the Preamble.

"Company Minimum Gain" means "partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term "Company" for the term "partnership" as the context requires.

"Confidential Information" has the meaning set forth in Section 12.03(a).

"Covered Person" has the meaning set forth in Section 8.01(a).

"Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined jointly by the Members.

"Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Liquidator" has the meaning set forth in Section 11.03(a).

"Losses" has the meaning set forth in Section 8.03(a).

"Manager" means, initially, Stephen Goldner, or such other Person as may be designated or become the Manager pursuant to the terms of this Agreement.

"Majority in Interest" means more than fifty percent (50%) of the Membership Interests of the Company.
"Michigan Act" or "Act" means the Michigan Limited Liability Company Act, Act 23 of 1993, MCL 450.4101 et seq., and any successor statute, as it may be amended from time to time.

"Member" means each Person initially signing this Agreement and who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Michigan Act. The Members shall constitute the "members" (as that term is defined in the Michigan Act) of the Company.

"Member Nonrecourse Debt" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(f)(3).

"Member Nonrecourse Deduction" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(f), substituting the term "Member" for the term "partner" as the context requires.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (a) to its distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Michigan Act. The Membership Interest of each Member shall be expressed as a number of Units and a percentage interest of the total Membership Interests of all Members as set forth on Schedule A.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(I) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;
(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b).

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Officer" has the meaning set forth in Section 7.03.

"Partnership Representative" has the meaning set forth in Section 10.04.

"Permitted Transfer" means a Transfer of Membership Interests carried out pursuant to Section 9.02. "Permitted Transferee" means a recipient of a Permitted Transfer.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Prohibited Activity" means activity in which the Member contributes the Member's knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Business. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or Confidential Information.

"Regulatory Allocations" has the meaning set forth in Section 5.02(e).
"Related Party Agreement" means any agreement, arrangement or understanding between the Company and any Member or any Affiliate of a Member or any officer or employee of the Company, as such agreement may be amended, modified, supplemented or restated in accordance with the terms of this Agreement.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Restricted Period" has the meaning set forth in Section 7.06(a).

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"Subsidiary" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"Tax Matters Member" has the meaning set forth in Section 10.04.

"Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. "Transfer" when used as a noun shall have a correlative meaning. "TRANSFEROR" and "TRANSFEREE" mean a Person who makes or receives a Transfer, respectively.

"Treasury Regulations" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"Unit" mean a Unit (or any successor security) representing a fractional part of a Members' Membership Interest.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "herein" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule
ARTICLE II
ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on January 26, 2016, pursuant to the provisions of the Michigan Act, upon the filing of the Articles of Organization with the Secretary of State of the State of Michigan. The Articles of Organization were amended to organize the Company as manager-managed on March 6, 2018, pursuant to the provisions of the Michigan Act, upon the filing of Amended and Restated Articles of Organization with the Secretary of State of the State of Michigan.

(b) This Agreement shall constitute the "Operating Agreement" (as that term is used in the Michigan Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Michigan Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Michigan Act in the absence of such provision, this Agreement shall, to the extent permitted by the Michigan Act, control.

Section 2.02 Name. The name of the Company is "Pure Green LLC" or such other name or names as may be designated by the consent of the Members; provided, that the name shall always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the designation "LLC." The Manager shall give prompt notice to the Members of any change to the name of the Company.

Section 2.03 Principal Office. The principal office of the Company is located stated in the Articles of Organization, or such other place as may from time to time be determined by the Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Articles of Organization or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by the Michigan Act and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Michigan shall be the initial registered agent named in the Articles of Organization or such other Person or Persons as the Manager may designate from time to time in the manner provided by the Michigan Act and Applicable Law.

Section 2.05 Purpose; Powers.
(a) The purposes of the Company are to engage in (i) research, development, manufacture, distribution, and commercialization of cannabis oils and edibles (the "Business") and (ii) any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Michigan Act.

Section 2.06 Term. The term of the Company commenced on the date the Articles of Organization was filed with the Secretary of State of the State of Michigan and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Initial Capital Contributions. Each Member has made an initial Capital Contribution and/or is deemed to own Membership Interests in the amounts set forth opposite such Member's name on Schedule A attached hereto. The Manager shall update Schedule A upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section 3.02 Additional Capital Contributions. Except as provided in Schedule A, no Member shall be required to make additional Capital Contributions ("Additional Capital Contributions") or make loans to the Company.

Section 3.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any Additional Capital Contributions;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

(i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(c);
(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and

(iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 Succession Upon Transfer. In the event that any Membership Interests are transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 3.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI and ARTICLE XI in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 3.06 No Withdrawals From Capital Accounts. No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member, including the Manager, shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

Section 3.07 Treatment of Loans From Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account.

Section 3.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE IV
MEMBERS

Section 4.01 Admission of New Members.
(a) New Members may be admitted from time to time (i) in connection with the issuance of Membership Interests by the Company, subject to compliance with the provisions of Section 7.02, and (ii) in connection with a Transfer of Membership Interests, subject to compliance with the provisions of ARTICLE IX, and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Membership Interests, such Person shall have executed and delivered to the Company a written undertaking the form of which is approved by the Manager. Upon the amendment of Schedule A of the Agreement by the Manager and the satisfaction of any other applicable conditions, including the receipt by the Company of payment for the issuance of Membership Interests, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 3.03.

Section 4.02 No Personal Liability. Except as otherwise provided in the Michigan Act, by Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.03 No Withdrawal. So long as a Member continues to hold any Membership Interests, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Membership Interests, such Person shall no longer be a Member.

Section 4.04 No Interest In Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.05 Certification of Membership Interests.

(a) The Manager may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Manager shall issue certificates representing Membership Interests in accordance with Section 4.05(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER,
SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH OPERATING AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE V
ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in Section 5.02, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 5.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02 is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(l)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.
(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) The allocations set forth in paragraphs (a), (b), (c) and (d) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each Member if the Regulatory Allocations had not occurred.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b), Section 5.03(c) and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method with curative allocations of Treasury Regulations Section 1.704-3(c), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).
(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their Interests in such items as determined by the Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Membership Interests. In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of ARTICLE IX, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

ARTICLE VI
DISTRIBUTIONS

Section 6.01 Distributions of Cash Flow and Capital Proceeds.

(a) Any available cash of the Company, after allowance for all reasonable costs and expenses incurred by the Company and for such reasonable reserves as the Members may agree upon, or as contemplated in the Budget, shall be distributed to the Members, on at least a quarterly basis, in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate the Michigan Act or other Applicable Law.

Section 6.02 Distributions in Kind.

(a) The Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of securities or other property held by the Company. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section 6.01.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Manager may require that the Members execute and deliver such documents as the Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may
appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

ARTICLE VII
MANAGEMENT

Section 7.01 Management of the Company. The business and affairs of the Company shall be managed by the Manager. Subject to the provisions of Section 7.02, the Manager shall have full and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company set forth in Section 2.05; provided, that the Manager shall manage the Company in accordance with the Budget. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a resolution expressly authorizing such action which resolution is duly adopted by the Manager.

Section 7.02 Actions Requiring Approval of Members. Without the written approval of a Majority in Interest of the Members, the Company shall not, and shall not enter into any commitment to:

(a) Amend, modify or waive the Articles of Organization or this Agreement; provided that the Manager may, without the consent of the other Member, amend Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Make any material change to the nature of the Business conducted by the Company or enter into any business other than the Business;

(c) Issue additional Membership Interests or admit additional Members to the Company.

(d) Enter into, amend in any material respect, waive or terminate any Related Party Agreement other than the entry into a Related Party Agreement that is on an arm’s length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;

(e) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of all or substantially all of its assets, other than sales of inventory in the ordinary course of business consistent with past practice; or

(f) Dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.
Section 7.03 Officers. The Manager may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

Section 7.04 Action Without Meeting. Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 7.05 Informational Rights. In addition to the information required to be provided pursuant to ARTICLE X, the Manager shall keep the other Members reasonably informed on a timely basis of any material fact, information, litigation, employee relations or other matter that could reasonably be expected to have a material impact on the operations or financial position of the Company, including, but not limited to, any modification of any loan or other financing to the Company. The Manager shall provide all material information relating to the Company or the management or operation of the Company as any Member may reasonable request from time to time.

Section 7.06 Other Activities; Business Opportunities.

(a) So long as any Member remains a Member of the Company and for the two (2) years, to run consecutively, beginning on the day a Member is no longer a Member of the Company, for any reason (the "Restricted Period"), the Member agrees and covenants not to engage in Prohibited Activity. Nothing herein shall prohibit Member from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that the Member is not a controlling person of, or a member of a group that controls, such corporation. In the event of a breach or threatened breach by the Member of any of the provisions of this Agreement, the Member hereby consents and agrees that the Company shall be entitled to, in addition to other available remedies, seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.
(b) Except as provided in Section 7.06(a), nothing contained in this Agreement shall prevent any Member, including the Manager, or any of its Affiliates from engaging in any other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Member for any profits or income earned or derived from other such activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Member of any business opportunity of any type or description.

Section 7.07 Compensation and Reimbursement of Manager. As approved by a Majority in Interest of the Members, the Manager shall be compensated for its services as the Manager, and the Company shall reimburse the Manager for all ordinary, necessary and direct expenses incurred by the Manager on behalf of the Company in carrying out the Company’s business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed amounts set forth in the Budget in the aggregate for any Fiscal Year without the approval of a Majority in Interest of the Members.

Section 7.08 Removal of Manager. A Majority in Interest of the Members may remove the Manager of the Company, by delivering written notice to the Manager and the Members. Upon the Manager’s removal, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The removal of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of such Member.

Section 7.09 Resignation of Manager. The Manager may voluntarily resign as the Manager. Upon such resignation, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The resignation of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of a Member.

ARTICLE VIII
EXCULPATION AND INDEMNIFICATION

Section 8.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term “Covered Person” shall mean (i) each Member; (ii) the Manager; (iii) each officer, director, stockholder, partner, member, Affiliate, employee, agent or representative of each Member, and each of their Affiliates; and (iv) each Officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or is not made in knowing violation of the provisions of this Agreement.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information,
opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Michigan Act.

Section 8.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 8.03 Indemnification.

(a) Indemnification. To the fullest extent permitted by the Michigan Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Michigan Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages,
judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the Business of the Company; or

(ii) such Covered Person being or acting in connection with the Business of the Company as a member, stockholder, Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or a knowing violation of the provisions of this Agreement. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud, gross negligence, willful misconduct or a knowing violation or material breach of this Agreement.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 8.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 8.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(e) Entitlement to Indemnity. The indemnification provided by this Section 8.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 8.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 8.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person,
(d) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 8.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) Savings Clause. If this Section 8.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 8.03 to the fullest extent permitted by any applicable portion of this Section 8.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) Amendment. The provisions of this Section 8.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 8.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 8.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 8.04 Survival. The provisions of this ARTICLE VIII shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE IX
TRANSFER

Section 9.01 Restrictions on Transfer.

(a) Except as otherwise provided in this ARTICLE IX, no Member shall Transfer all or any portion of its Membership Interest in the Company without the written consent of a Majority in Interest of the no-transferring Members (which consent may be
granted or withheld in the sole discretion of such other Members). No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01(b) hereof.

(b) Notwithstanding any other provision of this Agreement (including Section 9.02), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company’s existence or qualification as a limited liability company under the Michigan Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes;

(vi) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vii) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company’s books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such
Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest," unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. The provisions of Section 9.01(a) shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to its Affiliate.

ARTICLE X
ACCOUNTING; TAX MATTERS

Section 10.01 Financial Statements. The Company shall furnish to each Member, as soon as available, and in any event within one hundred twenty (120) days after the end of each Fiscal Year, unaudited consolidated balance sheets of the Company as at the end of each such Fiscal Year and unaudited consolidated statements of income, cash flows and Members’ equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year, prepared in accordance with GAAP, applied on a basis consistent with prior years, and fairly present in all material respects the financial condition of the Company as of the dates thereof and the results of their operations and changes in their cash flows and Members’ equity for the periods covered thereby.

Section 10.02 Inspection Rights. Upon reasonable notice from a Member, the Company shall afford each Member and its Representatives access during normal business hours to (i) the Company’s properties, offices, plants and other facilities; (ii) the corporate, financial and similar records, reports and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members (including the Manager), and to permit each Member and its Representatives to examine such documents and make copies thereof; and (iii) any officers, senior employees and public accountants of the Company, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company with such officers, senior employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Member and its Representatives such affairs, finances and accounts).

Section 10.03 Income Tax Status. It is the intent of this Company and the Members that this Company shall be treated as a partnership for U.S., federal, state and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 10.04 Tax Matters Member; Partnership Representative.

(a) Appointment. The Members hereby appoint the Manager as the "tax matters partner" (as defined in Code Section 6231 prior to its amendment by the Bipartisan Budget Act of 2015 ("BBA").) (the "Tax Matters Member") and the "partnership representative" (the "Partnership Representative") as provided in Code Section 6233(a) (as amended by the BBA). The Tax Matters Member or Partnership Representative may resign at any time if there is another Manager to act as the Tax Matters Member or Partnership Representative.
(b) **Tax Examinations and Audits.** The Tax Matters Member and Partnership Representative are each authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Tax Matters Member or Partnership Representative, which authorization may be withheld by the Tax Matters Member or Partnership Representative in its sole and absolute discretion. The Tax Matters Member or Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

(c) **BBA Elections.** The Company will not elect into the partnership audit procedures enacted under Section 1101 of the BBA (the "BBA Procedures") for any tax year beginning before January 1, 2018, and, to the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures for tax years beginning on or after January 1, 2018 pursuant to Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(d) **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any taxes imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

(e) **Income Tax Elections.** Except as otherwise provided herein, each of the Tax Matters Member and Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided, that the Tax Matters Member or Partnership Representative will make an election under Code Section 754, if requested in writing by another Member.

Section 10.05 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 7.03) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company own property or do business. The Manager shall provide the Members, for their review and comment, copies of all tax returns prior to the filing thereof. As soon as reasonably possible
after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person’s federal, state and local income tax returns for such Fiscal Year.

Section 10.06 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XI
DISSOLUTION AND LIQUIDATION

Section 11.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The determination of the Members to dissolve the Company;

(b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under the Michigan Act.

Section 11.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 11.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03 and the Articles of Organization shall have been cancelled as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is dissolved pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Michigan Act and the following provisions:

(a) Liquidator. The Manager shall act as liquidator to wind up the Company (the “Liquidator”). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company’s assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company’s assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.
(e) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) Third, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 11.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(c), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon consent of a Majority in Interest of the Members, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

Section 11.04 Cancellation of Articles. Upon completion of the distribution of the assets of the Company as provided in Section 11.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Articles of Organization in the State of Michigan and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Michigan and shall take such other actions as may be necessary to terminate the Company.

Section 11.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 8.03.
Section 11.06 Recourse for Claims. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Liquidator or any other Member.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 12.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 12.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "Confidential Information"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.
(b) Nothing contained in Section 12.03(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Member; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 12.03 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such Transferees agrees to be bound by the provisions of this Section 12.03 as if a Member; provided, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Member of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Member) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 12.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Member or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 12.03 shall survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the withdrawal of such Member from the Company, and (iii) such Member's Transfer of its Membership interests.

Section 12.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in Schedule A (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04).

Section 12.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
Section 12.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 8.03(f), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 12.07 Entire Agreement. This Agreement, together with the Articles of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 12.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 12.09 No Third-party Beneficiaries. Except as provided in ARTICLE VIII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by a Majority in Interest of the Members. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement may be made by the Manager without the consent of a Majority in Interest of the Members or execution by the Members.

Section 12.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 12.01 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 12.14 hereof.
Section 12.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan.

Section 12.13 Submission to Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the State of Michigan, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Michigan. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by registered mail to the address set forth in Section 12.04 shall be effective service of process for any suit, action or proceeding brought in any such court.

Section 12.14 Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 12.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 12.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 8.02 to the contrary.

Section 12.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means
of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]
Schedule A
Pure Green, LLC
Member Schedule

Effective Date: January 1, 2018

<table>
<thead>
<tr>
<th>Member Name &amp; Address</th>
<th>Units</th>
<th>Capital Contribution</th>
<th>Membership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>1,000,000</td>
<td>$0</td>
<td>100.00%</td>
</tr>
<tr>
<td>4761 Terra Ct.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Bloomfield, MI 48323</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

The Company:
Pure Green LLC
By: ____________________________

Name: Stephen Goldner
Title: Manager

The Members:
______________________________

Stephen Goldner
STAFFING PLAN

Summary of Job Creation, Compensation and Budget

As discussed in detail below, we anticipate creating approximately 59 Jobs at our Orion Township Cultivation Facility.

<table>
<thead>
<tr>
<th>Type of Marijuana Facility</th>
<th>Proposed Location</th>
<th>Total Jobs Per Facility</th>
<th>Expected Annual Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Facility</td>
<td>Orion Township</td>
<td>59</td>
<td>$3,750,000.00</td>
</tr>
</tbody>
</table>

We pay our cultivation facility employees a minimum hourly wage of $15. We also provide a generous benefit package that includes the following:

- Health Insurance
- Paid Holidays
- Paid Time Off
- 401K Plan with 2% Match
- Performance Incentives

Out of our 3.75MM expected annual payroll, Pure Green expects to allocate $630,000 toward benefits for all full-time employees!

We intend to source our employees first from Orion Township, then into the surrounding regional area. Our job listings will always be listed in the Orion Township area first to accumulate as many qualified candidates as possible.

Attached is a table of the proposed positions at our Orion Cultivation Facility:

<table>
<thead>
<tr>
<th>Title</th>
<th>Quantity</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Director</td>
<td>1</td>
<td>$140,000</td>
</tr>
<tr>
<td>Cultivation Manager</td>
<td>1</td>
<td>$165,000</td>
</tr>
<tr>
<td>Assistant Cultivation Manager</td>
<td>1</td>
<td>$90,000</td>
</tr>
<tr>
<td>IPM Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Fertilization Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Propagation Lead</td>
<td>1</td>
<td>$60,000</td>
</tr>
<tr>
<td>Veg Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Cultivation Agents</td>
<td>27</td>
<td>$15/hr</td>
</tr>
<tr>
<td>QC Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Post Harvest Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Packaging / Distribution Manager</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Post Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Post Harvest / Packaging Agents</td>
<td>9</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Director of Operations</td>
<td>1</td>
<td>$175,000</td>
</tr>
<tr>
<td>Shipping / Receiving / Inventory Supervisor</td>
<td>1</td>
<td>$50,000</td>
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<tr>
<td>Position</td>
<td>Quantity</td>
<td>Rate</td>
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<td>--------------------------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>METRC Agents</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>METRC / Compliance Manager</td>
<td>1</td>
<td>$80,000</td>
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<tr>
<td>Janitor</td>
<td>1</td>
<td>$15/hr</td>
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<tr>
<td>Maintenance Engineer</td>
<td>1</td>
<td>$135,000</td>
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<tr>
<td>Facilities Maintenance Manager</td>
<td>1</td>
<td>$65,000</td>
</tr>
<tr>
<td>Facilities Maintenance Assistant</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Admin / Front Desk</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Security Guard</td>
<td>1</td>
<td>$30/hr</td>
</tr>
</tbody>
</table>
10/01/2020

To Whom It May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing property coverage for Pure Green LLC at 180 Premier Drive, Orion Charter Township, MI 48359. General Liability coverage has already been secured.

Please contact me with any questions.

Thanks,

Pete Elliott

Vice President
Cell (734) 664-0472
Ph (313) 964-3750
Fax (313) 964-3850
Pete@dieboldinsurance.com

1535 6th Street | Suite 1
Detroit MI 48226

www.Dieboldinsurance.com
Charter Township of Orion

2525 Joelyn Rd., Lake Orion MI 48360
www.oriontownship.org

Orion Ordinance 154 Initial Permit Application

Ordinance 154, Licensed Marihuana Facilities Ordinance

Pursuant to the Charter Township of Orion Ordinance 154, Licensed Marihuana Facilities Ordinance, the following application is intended to collect information and documentation establishing the applicant’s conformance with the ordinance. All applicants should note that the approval of a Marihuana Permit will be based upon the accuracy and completeness of the information provided. In the event applications are received in excess of the permitted number of locations within the Ordinance or two or more applicants have similar qualifications, the Charter Township of Orion reserves its right to approve a permit which in the opinion of the Township best meets its goals and safeguards as set forth in the Ordinance. No financial or other right is established by the payment of the non-refundable application fee. All applications for renewal of a permit shall be reviewed per the standards set forth in the Ordinance. The Charter Township of Orion reserves the right to approve or deny the permit based upon the failure of any applicant to establish to the satisfaction of the Township any requirement, standard or goal of the Ordinance. The applicant understands this determination may involve a subjective interpretation of the application. Any permit granted by the Township is contingent upon the State of Michigan granting a state license for the specific license applied for under this ordinance.

SECTION A - APPLICANT

1. Name of Applicant: Pure Green, LLC
   Authorized Signer (of not an individual): Stephen Goldner
   Address of Applicant: 2055 Crooks Rd, Suite B
   Rochester Hills, MI 48309
   Phone Number: 248.920.8770
   Email Address: licensing@gloriouscanna.com
   Sole Proprietor ☐ Partnership ☐
   Corporation ☐ Limited Liability Company ✓
   ☐ Other:

2. If entity is Sole Proprietor, state Owner/Proprietor’s date of birth: and provide a copy of photo identification.

3. If other than Sole Proprietor, list name, address and date of birth of all owners and provide copies of photo identification and percentage of ownership.
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>4761 Tara Ct</td>
<td>03/18/1948</td>
<td>100%</td>
</tr>
</tbody>
</table>

4. Name and address, phone number, date of birth and photo identification of all anticipated employees of facilities not listed as owners. (This information must be provided and supplemented before any future employee not listed begins working at facility)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
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</table>

5. If the Applicant or owner or any operator is a licensed caregiver under the Michigan Medical Marihuana Act, please list their name and address, and caregiver ID number issued by the State of Michigan, N/A

6. For any corporation or other legal entity who has a financial interest or affiliation with the requested permit, please state the following:

   Name: ____________________________
   Name of Authorized Signer: ____________________________
   Address: ____________________________
   Interest or Affiliation: ____________________________

**SECTION B - FACILITY LOCATION**

7. Name of proposed facility: **Oakland Business Park, Building B**

8. Location of proposed facility: **160 Premier Drive Orion Charter Township, MI 48359**
9. Please provide a preliminary floor plan sketch showing the location of all facility operations within an existing building, or for new construction a site plan for the parcel. Attach as Exhibit “A”
   ☑ Document(s) attached. If not attached, why not and when is applicant expected to supplement: ________________________________

10. With respect to the location of the facility, please state with specificity the exact location, address, suite number and, if necessary, the location of the facility within a building or the parcel of land. This location should include the distance in feet from each property line. Attach as Exhibit “B”
   ☑ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: ____________

11. Please provide evidence of the Applicant’s property interest in the proposed location. Provide copies of documentation showing a legal and enforceable property interest. Attach as Exhibit “C”.
   ☑ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: ____________

12. Please confirm and establish that the facility is located within the Township’s Industrial Park district ("IP"); is not within 1,500 feet of a church; is not within 2,000 feet of a residence located in the R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning Districts; is not within 2,500 feet of a registered school and does not have ingress or egress on a street or road that has an average traffic volume in excess of 6,000 vehicles per day as calculated and reported by Southeast Michigan Counsel of Governments. Further, please show that the facility does not have an ingress or egress on a street or road that serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning District. For each of the above criteria, please attach any and all documents which will permit the Township to calculate compliance with the Licensed Marijuana Facilities Ordinance No. 154. At a minimum, provide a map showing the facility and measured distances (building edge to building edge).
   Attach as Exhibit "D".
   ☑ Documents attached.
   If not attached, why not and when is applicant expected to supplement: ____________

a) Is the Facility located in the Township’s IP (Industrial Park District) zoning district?

   ☑ Yes
   ☐ No
b) Is the Facility more than one thousand five hundred (1,500) feet of any church in the Township?

☐ Yes  □ No

c) Is the Facility more than two thousand (2,000) feet of any residence located in an R-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes  □ No

d) Is the Facility more than two thousand five hundred (2,500) feet of any registered school within the Township.

☐ Yes  □ No

For 10-12 above, please provide a map showing the facility and measured distances (building Edge to building edge.)

e) Does the facility have an ingress or egress on a street or road that has an average traffic volume of six thousand (6,000) or less vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported on the Southeast Michigan Council of Governments (SEMCOG) per the site semcog.org/Traffic-Counts?

☐ Yes  □ No

f) Does the Facility have an ingress or egress on a street or road that does not also serve as an ingress or egress to a residential road or property located in a TR-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes  □ No

Name of Facility ingress/egress Street or road: Premier Drive

13. Please state whether the Applicant will seek a variance from the Zoning Board of Appeals pursuant to Article 6(8) of the Orion Licensed Marihuana Facilities Ordinance No. 154.

☐ Yes  ☒ No

If variance will be sought, specify location category(s) pursuant to Art 6 (1)-(6):

________________________________________________________________________

________________________________________________________________________

4
For each category variance sought, state the percentage the applicant will seek: ______% 
(Not to exceed 15%)

SECTION C - FACILITY REQUIREMENTS

14. When available, submit to the Township a copy of the Applicant's application for a license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs, for each facility permit requested. 
Attach as Exhibit “E”.
☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________ 
Phase 2 application with the state of Michigan requires a permit and signed attestation from the municipality. We expect to submit our application with the state by November 1, 2020.

15. Is consumption and/or use of marihuana prohibited at the Facility?

☐ Yes  ☐ No

16. Will all activity related to the Facility be done indoors?

☐ Yes  ☐ No

17. Will all Marihuana contained within the building be in a locked Facility in accordance with the Michigan Medical Marihuana Act, MCL 333.26421 et seq., as amended (“MMMA”), the Michigan Medical Marihuana Facilities Licensing Act, MCL 333.27101, et seq., and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et seq., as amended (“MRTMA”) as amended?

☐ Yes  ☐ No

18. Please set forth an operations statement, plan and or outline showing that all facility activities shall occur indoors and in a building which is locked. 
Attach as Exhibit “F”
☐ Document(s) attached. 
If not attached, why not and when is applicant expected to supplement: ________________ 

19. Will all necessary building, electrical, plumbing and mechanical permits obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices are located?

☐ Yes  ☐ No
20. When available and prior to the issuance of any permit, the Applicant must submit all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire department showing compliance with the Michigan Fire Protection Code and confirmation that the storage of any chemical, herbicide, pesticide and or fertilizer has also been approved by the Orion Fire Department.
Attach as Exhibit “G”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: _________________

21. In any portion of the structure where the storage of any chemicals such as herbicides, pesticides, and/or fertilizers, do you agree to be subject to inspection and approval by the Orion Fire Department to ensure compliance with the Michigan Fire protection Code?

☑ Yes      ☐ No

22. Will you ensure that no other uses, other than accessory uses, will be permitted within the same Facility other than those associated with cultivating, processing, transporting or testing marihuana?

☑ Yes      ☐ No

23. Please state and/or provide documentation showing the plan that all litter and waste will be properly and safely removed and will not constitute a source of contamination in areas where marihuana is exposed. Further, please include how the applicant will dispose of rubbish so as to minimize the development of odor and minimize the potential for development of waste odor and waste from becoming an attracted, harborage or breeding place for pests. Please include a detailed description of the ventilation system. Attach as Exhibit “H.”
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: _________________

a) Will litter and waste be properly removed and the operating systems for waste disposal maintained in an adequate manner so that they do not constitute a source of contamination in areas where marihuana is exposed?

☒ Yes      ☐ No

b) Will floors, walls and ceilings be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair?

☒ Yes      ☐ No
c) Will there be there adequate screening or other protection against entry of pests, and will rubbish be disposed of so as to minimize the development of odor, minimize the potential for development of waste odor, and minimize the potential for waste becoming an attractant harborage or breeding places for pests?

☐ Yes  ☐ No

d) Will all buildings, fixtures and other facilities be maintained in a sanitary condition?

☐ Yes  ☐ No

e) Will each Facility center provide its occupants with adequate and readily accessible toilet facilities that will be/are maintained in a sanitary condition and in good repair?

☐ Yes  ☐ No

24. Please state how the Applicant intends to avoid excessive noise, dust, vibrations, glare, fumes or odors detectable to the normal senses beyond the boundaries of the property. Attach as Exhibit "I".

☒ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: _______________________

25. Please provide the plan and supporting documentation showing that all disposal systems for spent water and spent soil have been adequately and safely disposed of and accounted for.
Attach as Exhibit "J".

☒ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: _______________________

26. Please provide a security and safety plan, and at a minimum showing the facilities surveillance systems and continuous monitoring systems of the entire premise as required by the ordinance.
Attach as Exhibit "K".

☒ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: _______________________

7
a) Will the Facility continuously monitor the entire premises with surveillance systems that include security cameras operating 24 hours a day, 7 days a week, every day of the year, and will these recordings be maintained for a period of at least 30 days?

☑ Yes ☐ No

27. Please state and/or show the exterior signage or advertising identifying the facility.
   Attach as Exhibit “L”.
   ☐ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: 
   The facility will only show the numbers associated with its address.

a) Do you understand and agree that any exterior signage or advertising identifying the Facility as a marihuana facility is prohibited?

☑ Yes ☐ No

SECTION D- BUSINESS OPERATIONS AND SECURITY

28. Active business operations shall not be open outside of the hours of 7am and 9pm.

Active Hours of Operations:

<table>
<thead>
<tr>
<th></th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
</tr>
<tr>
<td>Close</td>
<td>9pm</td>
<td>9pm</td>
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<td>9pm</td>
<td>9pm</td>
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</table>

29. Will security guards be provided? If yes, how many? 1

☑ Yes ☐ No

30. Days and Hours security guards will be provided:

<table>
<thead>
<tr>
<th></th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Hrs?*</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Start</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
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<tr>
<td>Finish</td>
<td>6am</td>
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</table>

*If any day is not 24 hrs., please enter Start and Finish times.
SECTION F- BACKGROUND

31. Have you previously operated in this Township or any other County, City, or State under a Medical or adult use Marijuana/Marihuana License or Permit?

☑ Yes ● No

32. Have any of the previously issued licenses or permits mentioned above been revoked or suspended?

☑ Yes ● No

If yes, provide an explanation for the revocation/suspension below.

________________________________________________________________________

________________________________________________________________________

33. Is the Applicant or Authorized Signer currently licensed by any governmental agency to engage in any business?

☑ Yes ● No

34. If yes to questions 31, 32, or 33, please list each such license or permit held, the city or state in which it is held, and expiration date thereof.

State of Michigan license to operate medical marihuana cultivation facilities.

________________________________________________________________________

________________________________________________________________________

35. Has the Applicant or any stakeholder been convicted or incarcerated for a felony within the past ten (10) years or ever been convicted of an illegal substance related felony?

☑ Yes ● No

If yes, list the associated criminal case number(s), the statute(s) violated, the date(s) of conviction, the date(s) of imposition of probation and/or parole, and the name and address of the sentencing court.

________________________________________________________________________

________________________________________________________________________

9
I HEREBY CERTIFY UNDER OATH AND PENALTY OF PERJURY THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION IS COMPLETE, TRUE AND ACCURATE. I UNDERSTAND THAT ANY OMISSIONS OR INACCURATE INFORMATION OF THE APPLICANT, MY AGENTS OR EMPLOYEES WILL DISQUALIFY MY APPLICATION FROM CONSIDERATION.

Applicant's Signature:  
[Signature]

Print Name: Stephen Goldner  
Title: Owner

Dated: 10/26/2020

If needed additional signatures:

Print Name:  
Title:

Witness Signature:  
[Signature]

Print Name: Aaron Fogelman  
Title:
LIST OF DOCUMENTS TO PROVIDE WITH APPLICATION

(Where applicable, an attached document(s) may satisfy more than one requested document. If so, please identify the appropriate responsive Exhibit or document in the space provided.)

Application Documents

Exhibit A & B: Floor plan or drawings to scale and elevations as required by Orion Township Ordinance No. 154 with location plan showing surrounding area as required by Ordinance.
✓ Document Attached. If not, why not: ________________________________

Exhibit C: Copy of Proof of Ownership, Purchase Agreement, Lease, or options for the site where the Marihuana Facility will be operated. (If leased, signed document by owner consenting of the lease to the site for a Marihuana Facility).
✓ Document Attached. If not, why not: ________________________________

Exhibit D: Copy of map and/or other documents in response to question 15.
✓ Document Attached. If not, why not: ________________________________

Exhibit E: Copy of the Applicant’s application for license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs.

Exhibit F: Copy of operations statement, plan and or outline showing facility activities shall occur indoors and in locked building (question 21).
✓ Document Attached. If not, why not: ________________________________

Exhibit G: Copy of all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire Department showing compliance. (question 23)
✓ Document Attached. If not, why not: ________________________________

Exhibit H: Copy of plan for litter and waste removal and detailed description of ventilation system. (question 26)
✓ Document Attached. If not, why not: ________________________________

Exhibit I: Copy of plan to avoid excessive noise, dust, vibrations, glare, fumes or odors. (question 27)
✓ Document Attached. If not, why not: ________________________________

Exhibit J: Copy of plan and supporting documents showing disposal of spent water and soil safety plan. (question 28)
✓ Document Attached. If not, why not: ________________________________

Exhibit K: Description of a security and safety plan as required in the Orion Township Ordinance No. 154 for Licensed Marihuana Facility. (question 29)
✓ Document Attached. If not, why not: ________________________________
Exhibit L: Any proposed text or graphical materials to be shown on the exterior of the proposed facility. (question 30)
☐ Document Attached. If not, why not: **Exterior will only show building numbers.**

Additional Documents

1. Copy of Articles of Incorporation or Limited Liability company or Partnership Agreement or assumed name certificate.
   ✓ Document Attached. If not, why not: ________________________________

2. Copy of Internal Revenue Service SS-4 EIN confirmation letter.
   ✓ Document Attached. If not, why not: ________________________________

3. Copy of Operating Agreement for LLC or Bylaws of Corporation of Partnership.
   ✓ Document Attached. If not, why not: ________________________________

4. Staffing plan.
   ✓ Document Attached. If not, why not: ________________________________

5. Proof of insurance showing compliance with Township Ordinance.
   ✓ Document Attached. If not, why not: ________________________________

6. Executed Affirmation of Stakeholder
   ✓ Document Attached. If not, why not: ________________________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES

FOR A LICENSED MARIHUANA FACILITY

1. I __Stephen Goldner_________ make this affirmation in support of the
   Application for a permit with the Charter Township of Orion for a Marihuana facility
   located at __180 Premier Drive, Orion Charter Township, MI___________________.

2. I affirm that I
   a. That I am at least 21 years of age.
   b. Have never been indicted or charged with or arrested for, convicted of, plead
      guilty, or nolo contendere to a felony or to a controlled substance related
      misdemeanor.

3. I have not previously had a business license permit or registration denied or revoked or
   suspended by Orion Township.

4. ___________ Dated: __10/26/2020________________________
   Print name: __Stephen Goldner_________________________
1. Type of Permit Requested:
   - Class “C” Grower Facility (medical)
   - Class “C” Grower Facility (adult-use)
   - Processing Center Facility (medical)
   - Processing Center Facility (adult-use)
   - Safety Compliance Facility (medical)
   - Safety Compliance Facility (adult-use)
   - Secured Transporter Facility (medical)
   - Secured Transporter Facility (adult-use)
   - Excess Grower
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: Pure Green, LLC

2. Date and Time Application accepted by Orion Township:
   - Date: 10/28/2020  Time: 12:00 PM

3. Initial Application shall include nonrefundable $5,000 application fee and $5,000 annual permit fee. ($10,000.00 total) The annual permit fee is refundable if permit is denied. The annual renewal fee will be in the amount set by resolution of the Township Board of Trustees in its schedule of fees.
   - □ $5,000.00 Non-Refundable Initial Application Fee paid on: 10/28/2020
   - □ $5,000.00 Annual Permit Fee paid on: ___________________________

Optional Inspections – To be Completed by Orion Township Clerks Office

Building Department Inspection Date:_________________________ Signed by:_________________________
Police Department Inspection Date:_________________________ Signed by:_________________________
Fire Department Inspection Date:_________________________ Signed by:_________________________
A. & B. Facility Floor Plan
C. Lease Agreement
COMMERCIAL LEASE

This lease (the Lease), is entered into on November 1, 2020, between Premier Drive Tycoon I, LLC, with an address at 1615 S Telegraph Rd, Bloomfield Hills, MI (Landlord), and Pure Green, LLC, (Tenant) on the terms and conditions listed below.

1. Description of the Premises. Landlord owns the real property, improvements and any and all structures thereon located at 180 Premier Drive, Orion Township, MI 48359 ("Premises"), consisting of approx. 72,000 square feet. Tenant shall have the right to use the Premises to conduct its daily business operations and for any ancillary or related purposes including the operation of a marijuana business.

2. Basic Lease provisions. The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

(a) Term: 10 years
(b) Commencement Date: November 1, 2020
(c) Termination date: October 31, 2030
(d) Options: 1 option to renew for additional 10 years
(e) Monthly installment amount: $75,000 or $12.50 per square foot;
(f) Security deposit: $75,000.00
(g) Use: Tenant's desired business operation

3. Term. This Lease shall be for a term stated in section 2(a) commencing on the date stated in section 2(b) (the Commencement Date) and terminating on the date stated in section 2(c). The rent for the first month shall be prorated from date of occupancy, if the date of occupancy is after the first day of the month. Each succeeding lease year shall begin on the anniversary of the same date and continue until the termination of the Lease.

Provided that Tenant is not in default under this Lease at the end of the then current Lease term, Tenant shall have the right to renew the term of this Lease for the option period stated in section 2(d) by giving Landlord written notice of Tenant's intent to renew the Lease at least 120 days before the expiration of the then current term. The renewal shall be on the same terms and conditions as in this Lease, except that the minimum rent for each renewal term shall be increased by a percentage equal to the percentage increase in the Consumers Price Index (Bureau of Labor Statistics Washington, D.C., all Cities) (CPI) during the preceding term. The percentage increase shall be determined by comparing the latest available CPI before the Commencement Date of the Lease or the prior term, whichever shall apply, and the latest available CPI on or before the expiration of the immediately preceding initial or renewal lease term. The word "term" as used in this Lease shall include any renewal term.

4. Minimum rent. Tenant shall pay to Landlord as rent the sum stated in section 2(e), payable in monthly installments due in advance, on the first day of each month during the term of this Lease. All rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset.

If Tenant shall fail to pay any amount due from it to Landlord under this Lease when that amount shall be due, a one-time late charge of $50.00 shall be assessed and thereafter the amount of rent not paid shall be subject to a service charge until that amount is paid at the lesser of the rate of 5% per month or the highest rate permitted by law.
5. Security deposit. Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum stated in section 2(k) as a security deposit. The deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term of this Lease.

If Tenant fails to keep and perform any of its covenants of this Lease, Landlord at its option may appropriate and apply the entire deposit, or so much as may be necessary, to compensate Landlord for loss or damage sustained by Landlord due to Tenant’s breach. If the entire deposit or any portion is appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant, Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the security to the original sum deposited. Tenant’s failure to do so within 5 days after receipt of demand shall constitute a breach of this Lease.

6. Taxes. Tenant shall pay or cause to be paid all real property taxes and special assessments levied against the Building including the Premises. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the Premises.

7. Maintenance and repair. Tenant shall maintain and repair and keep the Premises in good condition and repair, including the exterior windows and the electrical system. Landlord shall, at tenants expense, make all other repairs and replacements to the Building, including those of a structural or capital nature. Landlord shall, at tenants expense, enter into an annual maintenance contract with a licensed heating and mechanical firm for the maintenance of the heating and air conditioning equipment during the term. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

Tenant shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition. Tenant shall be responsible for all repairs or replacements to the Building occasioned by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

8. Utilities. Tenant shall have all utilities servicing the Premises metered in its own name and shall pay all charges and deposits for the utilities provided to or used in the Premises during the term of this Lease. Tenant shall also pay 100% of the water and sewer bill. Landlord shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of Landlord.

9. Liability insurance. Tenant shall indemnify Landlord and save Landlord harmless from any liability or claim for damages that may be asserted against Landlord by reason of any accident or casualty occurring on or about the Premises. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of an amount as recommended by Landlord’s insurance agent that, for the initial coverage, shall be not less than $1 million for injury or death to any one person, $3 million for injury or death to more than one person, and $500,000 regarding damage to property. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of any material change in or renewal of the policy. All insurance policies shall name Landlord and any persons designated by Landlord as insured parties.

Any insurance maintained by either party pursuant to this section or under this Lease shall contain a
clause or endorsement under which the insurer waives all rights of subrogation against the other party, its agents or employees, regarding losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be at Tenant's sole risk.

10. Use. Tenant shall use and occupy the Premises for the purpose stated in section 2(g) and for no other purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any State law, local ordinance, rule or regulation adopted or imposed by the City in which the Premises is situated. Tenant shall not deface or injure the Premises or the Building, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants in the Building, or permit any activity in the Premises that will result in an increase of any premium, or cancellation of a policy, for insurance on the Premises or the Building.

11. Construction of leasehold improvements. Landlord grants Tenant express consent to construct certain leasehold improvements as may be required for Tenant's use. The cost of Tenant's leasehold improvements shall be paid for by Tenant. The improvements shall be constructed in a good and workmanlike manner.

12. Operations. Tenant's operations in conjunction with the Premises shall meet the requirements set forth below.

a. Tenant shall keep all garbage and refuse in the kind of container specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

b. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in any pipes and fixtures.

c. Tenant shall keep the outside areas immediately adjoining the Premises clean and free from dirt and rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in those areas. Tenant shall water and maintain any flowers, shrubs, and trees located immediately adjoining the Premises.

d. Tenant shall only store and/or stock in the Premises goods, wares, and merchandise that Tenant intends to offer for sale at retail.

e. Tenant shall conduct its business in the Premises in a dignified manner and in accordance with high standards of store operation.

13. Restrictions on Tenant's activities. Without Landlord's written consent, Tenant shall not engage in the activities listed below.

a. Tenant shall not operate all or any part of its business in the Premises in any manner that is inconsistent with its intended use of the Premises.

b. Tenant shall not conduct any auction, fire, going-out-of-business, or bankruptcy sales in the Premises.

c. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machines or similar devices for the sale of goods, wares, merchandise, food, beverages, or service,
including, without limitation, pay telephones, pay lockers, scale, and amusement devices without Landlord’s prior written consent.

d. Tenant and Tenant’s employees and agents shall not solicit business in the parking or other common areas of the Building, nor shall Tenant or its employees or agents distribute any handbills or other advertising matter in or on automobiles parked in the parking area or in other common areas without Landlord’s prior written consent.

e. Tenant and its employees and agents shall not park any vehicle on the Building land except in areas that are designated by Landlord for that use.

14. Assignment and subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the prior written consent of Landlord. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease. Landlord’s right to assign this Lease is and shall remain unqualified. On any transfer of Landlord’s interest in the Premises in which the purchaser assumes all obligations under this Lease, Landlord shall be free of all obligations of Landlord under this Lease and shall not be subject to any liability resulting from any act or omission or event occurring after the conveyance. Tenant agrees to recognize the transferee as Landlord, and Tenant further agrees, at Landlord’s request, to execute and deliver such documents and estoppel letters as Landlord may request to assist in that transfer.

15. Estoppel letter. On not less than 10 days’ prior written notice from Landlord, Tenant shall sign and deliver to Landlord an estoppel letter that

a. certifies that this Lease is unmodified and in full force and effect (or, if modified, states the nature of the modification and certifies that this Lease, as so modified, is in full force and effect);

b. acknowledges that there are not, to Tenant’s knowledge, any uncured defaults on the part of Landlord or specifying the default if any are claimed;

c. certifies the date to which all forms of rent have been paid; and

d. certifies the amount, if any, of the security deposit paid to Landlord.

Tenant’s failure to deliver such an estoppel letter within the 10 days shall be conclusive on Tenant that

a. this Lease is in full force and effect, without modification except as may be represented by Landlord;

b. there are no uncured defaults in Landlord’s performance;

c. not more than one month’s rent has been paid in advance; and

d. no security deposit has been paid except as may be represented by Landlord.

16. Acceptance of Premises. The occupancy by Tenant of the Premises shall constitute an acknowledgment by Tenant that the Premises are then in the condition called for by this Lease.

17. Damage or destruction. If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable,
the same shall be repaired as promptly as possible with the insurance proceeds unless this Lease is
terminated. In the event of damage or destruction, if this Lease is not terminated, the rent shall be abated
proportionately to the loss of use suffered by Tenant.

If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other
casualty, and the cost of restoring the Premises to its condition prior to the damage shall equal or exceed
40 percent of its fair replacement value immediately prior to the damage, or if the Premises are damaged
by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by
giving Tenant written notice of its election to do so within 15 days after the date on which the damage
occurs. On the giving of notice, the Lease shall terminate as of the date on which damage occurred and
the rent shall be adjusted to that date. In default of notice by Landlord, this Lease shall continue and
Landlord shall cause the Premises to be repaired or restored with due diligence.

18. Condemnation. If the whole or any part of the Premises shall be taken by any public authority under
the power of eminent domain, the term of this Lease shall cease on that part to be taken from the day the
possession is acquired by the public authority and the rent shall be paid up to that date. If the portion of
the Premises taken substantially impairs the usefulness of the Premises for the purpose for which the
Premises were leased, Tenant shall have the right either to terminate this Lease or to continue in the
possession of the remainder of the Premises under the terms and conditions of this Lease except that the
rentals shall be reduced in proportion to the amount of the Premises taken, and in the latter event,
Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded
for the taking shall belong to and be the property of Landlord.

19. Alterations and signage. No improvements, alterations, additions, or physical changes shall be made
on the Premises by Tenant without the prior written consent of Landlord.

Tenant agrees that it will not place or maintain on any exterior door, wall, or window of the Premises any
signs, awning or canopy, or advertising matter, or other thing of any kind and will not place or maintain
any decoration, lettering, or advertising matter on the glass of any window or door of the Premises that is
not in conformity with all applicable governmental rules and regulations and the rules and regulations of
the Building as set forth by Landlord and further, without first obtaining Landlord's prior written
approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising
matter, or other thing as may be approved in good condition and repair at all times. Tenant further
acknowledges that Landlord may, at its option, regulate the lettering size, style, and color of Tenant's sign
so that all signs in the Building are of a like size, color, style of lettering, and like material. Tenant agrees
that it will conform its sign to that as regulated by Landlord for the general use in the Building, regardless
of how and in what manner Tenant normally designs its name for use in its sign and further regardless of
whether or not Tenant uses the form and style of its sign as a trademark.

All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of
Tenant shall be the property of Landlord and shall remain on and be surrendered with the Premises at the
termination of the Lease; provided, however, that Landlord may require that Tenant remove the
alterations and improvements and repair any damages to the Premises caused by the removal.

20. Remedies and default. If Tenant shall default in the payment of any sums to Landlord when due and
shall not cure such default within 7 days; or if Tenant shall default in the performance of any other
covenant or condition of the Lease and shall not cure such other default within 30 days after written
notice from Landlord specifying the default; or if Tenant or its agent shall falsify any report to be
furnished to Landlord pursuant to the terms of this Lease; or in case Tenant shall be adjudicated a
bankrupt or make any assignment for the benefit of creditors; then, in any such event, Landlord may
either (a) accelerate the full balance of the rental payable for the remainder of the term and sue for such sums or Landlord may terminate this Lease or (b) reenter the Premises, without terminating this Lease, and dispossess Tenant or any other occupant of the Premises and remove Tenant’s effects and relet the same for the account of Tenant for such rent and on such terms as shall be satisfactory to Landlord, crediting the proceeds, first to the costs and expense of reentry, alterations and additions, and the expense of reletting, and then to the unpaid rent and the other amounts due during the remainder of the term. Tenant shall remain liable to Landlord for any unpaid balance.

In case suit shall be brought for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

21. Access to Premises. Landlord shall have the right to enter on the Premises at all reasonable hours to inspect and for access to the Premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises.

22. Rules and regulations. Landlord reserves the right to adopt from time to time rules and regulations for the operation of the Building that are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all those rules and regulations. Any such rules shall not dictate the days or time of business operation.

23. Waiver. The failure of Landlord to insist on a strict performance of any of the terms, covenants, or conditions of this Lease or rules and regulations of the Building shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions or rules and regulations. This Lease may not be changed, modified, or discharged orally.

24. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth above or to such other address as either party may furnish in writing during the term of this Lease.

25. Quiet enjoyment. Landlord covenants and agrees with Tenant, its successors, and assigns that on Tenant’s paying the rent and observing and performing all the terms, covenants, and conditions on Tenant’s part to be performed and observed, Tenant may peaceably and quietly hold, have, occupy, possess, and enjoy the Premises for the full term of this Lease.

26. Subordination to mortgage. Any mortgage now or hereafter placed on the Premises shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall, at Landlord’s request, execute any additional documents necessary to indicate this subordination including, if requested, an estoppel letter as set forth in section 15. If Tenant fails to supply the estoppel letter, the provisions in section 15 to cover that failure shall apply. Notwithstanding the foregoing, Tenant’s possession of the Premises under this Lease shall not be disturbed by any mortgagee, owner, or holder of note secured by a mortgage placed on the Premises, unless Tenant shall breach any of the provisions of this Lease and the lease term of Tenant’s right to possession shall have been lawfully terminated in accordance with the provisions of this Lease.
27. **Building revisions by Landlord.** Landlord reserves the absolute right at any time and from time to time to make changes or revisions in the Building, including such changes to the parking lot, driveways, signs, and sidewalks, by making additions to, subtractions from, or rearrangements of the improvements in the Building, as long as the revisions do not materially affect Tenant’s use of the Premises.

28. **Holding over.** If Tenant remains in possession of the Premises after the expiration or termination of the Lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to month-to-month tenancy, except that the rent shall increase to 2 times the rent owing at the end of the lease term. The month-to-month tenancy shall be cancelable by either party on 30 days’ written notice to the other.

29. **Recording.** Tenant shall not record this Lease without the written consent of Landlord; however, on the request of either party the other party shall join in the execution of a memorandum or so-called “short form” of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall describe the parties, the Premises, and the term of this Lease and shall incorporate this Lease by reference.

30. **Captions and headings.** The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

31. **Applicable law.** This Lease shall be construed under the laws of the state of Michigan. Venue for any disputes under this agreement shall lie in **Oakland**, Michigan. If any provision of this Lease or the application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

32. **Successors.** This Lease and the covenants and conditions shall inure to the benefit of and be binding on Landlord, its successors, and assigns and shall be binding on Tenant and permitted assigns of Tenant.

33. **Effective date.** The parties have caused this agreement to be signed and shall be effective as of the day and year first above written.

(*signature page to follow*)
IN WITNESS WHEREOF, the parties have respectively signed and sealed this Lease as of the day and year first above written.

LANDLORD
Premier Drive Tycoon I, LLC

Signature: [Signature]
Name: Daryl Heller
Title: Owner

TENANT
Pure Green, LLC

Signature: Stephen Goldner
Name: Stephen Goldner
Title: CEO
D. Zoning Survey
F. Operations Plan
PURE GREEN, LLC
Business & Operations Plan

PREAMBLE:
Pure Green, LLC ("Applicant") will strictly comply at all times with applicable state law and local ordinance codes, including rules and emergency rules that may, from time to time, be promulgated by the state or Orion Township. All business activities will take place indoors in a locked facility. Applicant has retained a law firm with established expertise in Michigan marihuana law to ensure continuing education and compliance with the laws as they evolve. The statements made in this application are made with a clear and thorough understanding of state and local requirements as they exist on the date of application, but the operations of Applicant will be amended to comply with all future derivations of the state and municipal laws.

I. OVERVIEW
Applicant is a Michigan limited liability company formed to operate twenty-four (24) commercial marihuana GROWER (Class C) facilities whose primary mission is to provide a source of high-quality marihuana to processors and provisioning centers across the state of Michigan.

II. ADMINISTRATION
A. Location & Zoning
   i. Buffers

   a. The distances described are measured horizontally between the nearest property lines.

   b. The facility is not within 1,000 feet of any educational institution or school, college or university, church, house of worship or other religious facility, licensed child care, preschool, public library, or public or private park.

   ii. Applicant is leasing the property pursuant to the attached lease and the owner/lessee of the property authorizes the use of the property as a marihuana facility in the lease agreement, which is attached.

B. Organizational Structure
   i. Pure Green, LLC ("Company") is organized as a Michigan limited liability company and is in good standing.

   ii. The members, owners, directors, officers, and managers of the Company are:
       Stephen Goldner, Member-Manager
       4761 Tara Ct.,
       West Bloomfield, MI 48323
There are no other named officers or employees of the Company at this time, and Applicant will supplement its application and notify the municipality if and when this changes.

iii. The members, owners, directors, officers, and managers of Applicant meet all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

   a. No member, owner, director, officer, manager or any person having an ownership interest in the application has an interest in a secure transport facility license or a safety compliance facility license.

   b. The Applicant meets all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

iv. The Applicant has never applied for been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked or not renewed.

C. Permits & Licenses

i. This Business and Operations Plan is submitted as an addendum to the applications for Ten Orion Township permits to operate a business and the Orion Township special use/site plan application.

ii. All operations in this Business and Operations Plan will comply with regulations issued by the Department of Licensing and Regulatory Affairs (LARA).

iii. Applicant intends to apply for, obtain, operate, and comply with a state license to operate a grower facility under the MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MRTMA and all applicable permits and licenses from Orion Township.

v. Upon granting of a permit to operate a grower facility, Applicant will prominently display the original Orion Township permit at the Permitted Premises in a location where it can be easily viewed by the public, law enforcement, and administrative authorities.

vi. At all times the facility will hold a valid local Permit and State Commercial Marihuana Facility License for a Grower.

vii. In addition to complying with the Orion Township Ordinance Authorizing and Permitting Commercial Marihuana Facilities, Applicant will comply with all Township Ordinances, including without limitation, the Township Zoning Ordinance, as well as the requirements of the County Road Commission, County
Building Inspector, County Drain Commissioner, District Health Department, Soil Erosion Officer, County Conservation Service, areas fire departments, Michigan Department of Natural Resources, Michigan Department of Environmental Quality, and any other applicable township, county, state and federal statutes.

viii. Applicant will have available, at all times, documentation that local and State sales tax requirements, including any requirement for a license, are satisfied.

ix. Applicant will provide updated operational and security plans to Orion Township upon request and prior to any proposed changes in its operations.

D. Inspections
   i. Applicant will provide access to the facility for inspection to any federal, state, or local law enforcement officer to ensure compliance with the permit.

   ii. Applicant consents to inspections as required in the MMFLA and pursuant to the Orion Township ordinance.

III. OPERATIONS
Applicant proposes ten (10) state-licenses in a single marihuana grower facility for the cultivation, drying, trimming, curing, and packaging of marihuana for sale to a processor or provisioning center pursuant to the requirements and restrictions of the Marihuana Facilities Licensing Act, PA 281 of 2016, and all future derivations thereof. This facility will be located in a secure industrial facility.

A. Compliance with State Regulations
Applicant will meet all operating regulations established by LARA and the Marihuana Licensing Board for Growers, including without limitation, any standards, procedures, and requirements for:

   i. quality control
   ii. chain of custody
   iii. marihuana storage
   iv. waste disposal
   v. labeling and packaging
   vi. storage of chemicals

B. Description of the Facility
Applicant’s facility will be used exclusively for the cultivation, drying, trimming, curing, and packaging of legal usable marihuana for sale to processors or provisioning centers.

C. Entry to Facility
Generally, the public will not be allowed entry to the facility. Notwithstanding the forgoing, Applicant will not allow entry to the facility to anyone under the age of 18.
D. Employees
Applicant anticipates having between fifteen (15) and (65) full and part-time employees, as many as possible of whom will be local community residents. None of Applicant's employees will be registered primary caregivers during the employment with Applicant. Please reference the staffing plan for a detailed list of potential positions.

E. General Policies
i. Applicant will only sell or transfer marihuana to a processor or provisioning center.

ii. Applicant will only use secure transporters in the distribution or exchange of marihuana or currency with processors or provisioning centers.

iii. Applicant will not promote the unlawful use of marihuana or any other drug or provide or otherwise make marihuana available to any person who is not legally authorized to receive Marihuana under state law.

iv. No owner, the Applicant, or any employee of Applicant will grow marihuana in the Permitted Premises for his or her own use.

v. The following activities are prohibited on the Permitted Premises:
   a. the sale, consumption, or use of alcohol, or controlled substances;
   b. smoking or consumption of marihuana.

F. Cultivation Plan
i. Propagation
   a. Lighting
   b. Watering
   c. Nutrient Application
   d. Integrated Pesticide Management

ii. Harvesting and Trimming

iii. Drying and Curing

iv. Packaging

v. Distribution
   a. All marihuana products will be validated from a verified transport manifest, created from the statewide monitoring system. The manifest includes a detailed form with the number of packages and detailed content for confirmation/validation with secure transporters and purchasers of the shipment (processors or provisioning centers).
   b. Each transport shipment will be processed in the following manner:
      1. Entry of shipped inventory into the statewide monitoring system.
      2. Confirmation with Secure Transporter of valid and verified transport manifest, including product count, weight of each package or item
c. State certified scales will be used to verify and weigh all marihuana, in whatever form.

G. Inventory Management

i. Applicant will not control or have on the Permitted Property an amount of marihuana plants or usable marihuana that exceeds any amount permitted by the state License or the Township permit.

ii. Tracking and Monitoring
Applicant will use a third-party inventory control and tracking system to interface with the statewide monitoring system. The third-party inventory control and tracking system will have the capabilities necessary to comply with the requirements applicable to a grower licensee:

a. Track all marihuana plants and packages;
b. Track lot and batch information throughout the entire chain of custody;
c. Track transportation of product;
d. Track marihuana waste;
e. Track all marihuana product transfers;
f. Track sales and returns;
g. Track marihuana plant, batch, and product destruction;
h. Perform batch recall tracking;
i. Report and track loss, theft, or diversion of marihuana products;
j. Receive testing results electronically from a safety compliance facility;
k. Provide access to state agencies and law enforcement as required;
l. Report all inventory discrepancies.

iii. Applicant will enter all transactions, current inventory, and other information into the statewide monitoring system as required by the MMFLA, the Marihuana Tracking Act, and any associated regulations.

iv. Inventory reconciliation - At the end of each day, physical inventory counts will be reconciled with the third-party inventory control and tracking system.

v. Returns

H. Quality Control

i. Sampling (by Licensed Safety Compliance Facility)

ii. Batch Testing (by Licensed Safety Compliance Facility)

iii. Transport to Safety Compliance Facility (by Secured Transporter)

I. Signage and Advertising
i. Applicant has no proposed signage at this time, but will amend this plan accordingly and provide the township with its sign permit application if and when it does wish to propose signage.

ii. Applicant will not display pictures, photographs, drawings or other depictions of Marihuana or Marihuana Paraphernalia on the outside of the Permitted Premises, nor will such pictures, photographs, drawings, or other depictions of Marihuana or Marihuana Paraphernalia be visible outside of the Permitted Premises on the Permitted Property.

iii. The words "Marihuana," or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana will not appear on the outside of the Permitted Premises, nor will "Marihuana," or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana be visible outside of the Permitted Premises on the Permitted Property.

J. Visibility of activities

i. All activities of the facility, including without limitation, the cultivation, harvesting, trimming, drying, curing and packaging of Marihuana, and all other related activity permitted under Applicant’s License or Permit will occur indoors.

ii. No marihuana or paraphernalia shall be displayed or kept in the facility so as to be visible from outside the Permitted Premises.

K. Security

i. Plan

Applicant will maintain, at all times, a centrally-monitored security and alarm system on the premises that meets or exceeds state regulatory requirement. Applicant will maintain policies and procedures to include:

a. Regular drills of the security protocols and emergency plans;
b. Controlled and restricted access to the Permitted Property and Permitted Premises to employees, agents, and owners of Applicant, and law enforcement or state or local authorities as necessary to ensure Applicant’s compliance with state and local laws.
c. Internal and external cameras with 24-hour monitoring and off-site recording;
d. Installed panic buttons
e. Limitations on the amount of currency and marihuana stored onsite;
f. Cooperation and coordination with local law enforcement;
g. Permitted premises will only be able to be accessed through a combination of security locks and access codes; and
h. The ability to remain operational during a power outage with battery back-up.

ii. Security Surveillance Cameras
Security surveillance cameras will be installed to monitor all entrances, along with the interior and exterior of the premises, which will capture all areas of the property unless otherwise prohibited by law, including unobstructed video surveillance of all enclosed areas, unless prohibited by law, including all points of entry and exit that shall be appropriate for the normal lighting conditions of the area under surveillance.

iii. Security Recordings and Documentation
   a. All security recordings and documentation will be preserved for at least 30 days and made available upon request by any law enforcement.

iv. Robbery and Burglary Alarm System
   Applicant will employ an alarm system that meets state requirements and obtains state approval. Specifically,
   a. Applicant will employ a centrally alarmed and monitored security system that will be monitored 24 hours a day, 7 days a week for the Permitted Premises pursuant to the attached service agreement.
   b. There will be a perimeter alarm on all entry points and perimeter windows of the Permitted Premises
   c. A failure notification system will provide an audible, text, or visual notification of any failure in the surveillance system. A panic button and alarm will directly notify the local law enforcement agency having primary jurisdiction.

v. Storage of Marihuana and Currency
   a. Applicant will store usable marihuana that is not otherwise in the process of being dried, trimmed, cured, packaged, or distributed including packaged and un-packaged usable marihuana, and currency in a secured locked safe that is permanently affixed to the premises.

L. Ventilation Plan/Air Filtration System
   i. Applicant’s facility operation and design will provide sufficient measures and means to minimize any impact to adjacent uses, including the control of odor by maintaining and operating an air filtration system so that no odor is detectable outside the Permitted Premises.

   ii. Applicant’s equipment and methods to control odor include a comprehensive air filtration system, consisting of
       a. Activated Carbon Filters.
       b. Heavy Duty Ventilation Fans.

   iv. Details and specifications of the equipment used for Applicant’s ventilation and air filtration plan are attached.
v. The total enclosed space in which harvested marihuana will be stored amounts to approximately 300 sq. ft. Applicant will use an advanced filtration system rated appropriately for the area.

vi. The air filtration system will be maintained in working order at all times and will be in use at all times. Filters will be changed a minimum of once every 365 days.

vii. In addition to the use of an air filtration system, Applicant will mitigate odors by keeping doors and windows closed at all times, except the minimum amount of time needed to allow ingress and egress to the building.

M. Toxic/Flammable/Hazardous Materials
i. Applicant’s use of toxic, flammable, or other harmful, hazardous, or combustible materials will be limited to plant nutrients and pesticides and cleaning products. The facility may use the following nutrients and pesticides:

   a. CocoTech Bloom A
   b. CocoTech Grow A
   c. CocoTech Premier Nutrient
   d. FloraBloom Nutrient System
   e. FloraGrow Nutrient System
   f. Golden Tree Plant Food.
   g. Nutra Green 5-10-5 plus Micronutrients Foliar Spray
   h. Diatomaceous Earth
   i. Neem Oil
   j. PyGanic Pro Pyrethrin 5% MGK Miticide

ii. The facility may use the following commercial cleaning products, along with the following household products: materials regulated by government agencies:

   a. Ultra Dawn Lemon Dish Soap
   b. Nature’s Source Toilet Bowl Cleaner
   c. Fantastik Antibacterial Heavy Duty All Purpose Cleaner
   d. Windex Original Glass Cleaner
   e. Novo Foaming Instant Hand Sanitizer
   f. QuickSan Food Contact and Surface Sanitizer

iii. The materials will be stored in secured and ventilated cabinets. All combustible or reactive materials will be stored separately.

iv. Materials will be handled, stored, and disposed according to specifications in each Material Safety Data Sheet.

v. Material Safety Data Sheets are attached. (Exhibit “4”).
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA and applicable local ordinance guidelines to prevent the waste marihuana from being possessed or ingested by any person and animal.

   i. Applicant’s current, preliminary waste disposal plan consists of shredding and grinding damaged and unusable plants, roots, seeds, stalks and harvested marihuana and mixing it with one of several lawful over-the-counter products, such as sawdust or cat litter to render it unusable, unrecognizable, and unpalatable, and then discarding in secured bags as part of its solid waste disposal.

   ii. The State of Michigan’s Marihuana Licensing Board may require or suggest as a part of its regulations, expected sometime in November, one or more alternative waste disposal options including, but not limited to, waste disposal through the secured transporter system, waste mitigation through THC extraction methods (rendering the marihuana waste product inert) or some other method. Applicant warrants that it will comply with all state and local requirements as to waste disposal, but further commits to its current preliminary plan to render all marihuana waste unrecognizable, unusable and inaccessible regardless of state or local requirements.

IV. COMMUNITY RESPONSIBILITY AND CONCLUSION
Although marihuana has been used as a medicine across the globe for hundreds of years, its commercial production and sale is new to us, this state, and your community. We appreciate the opportunity to show Orion Township that Marihuana can be safe and accessible to a community while providing jobs and local economic growth. We look forward to being productive and responsible community partners, and will work with the Township toward that goal.
G. Township Permits & Compliance
## Chart Township of Orion

2525 Joslyn Rd  | Lake Orion, MI 48360  | PH 248.391.0304 Ext 6000

**BUILDING DEPARTMENT**

<table>
<thead>
<tr>
<th>SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE</th>
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### LOCATION

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<th>OWNER</th>
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<tr>
<td>180 PREMIER DR</td>
<td>MOLLICONE, JAMES P</td>
<td>PREMIER DRIVE LLC</td>
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<td>14445 BARBER</td>
<td>919 N MARKET ST STE 950</td>
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<td>Plat/Sub:</td>
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<td>WILMINGTON DE 19801-3036</td>
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<tr>
<td></td>
<td>Zoning: IV</td>
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</tr>
</tbody>
</table>

**Work Description:** Building B
- Heat <250,000 (5), Heat >251 (26), Ducts (3), A/C (3), each additional ton (286), unit heater (25) and registration

### Stipulations:
- Estimated Cost: $0.00

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE FEE</td>
<td>Standard Item</td>
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<tr>
<td>HEAT &lt; 250,000 BTU</td>
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<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
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<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
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<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
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<td>A/C OR REFRIGERATION</td>
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</tbody>
</table>

**Fee Total:** 6,875.00

Inspector:

BRIAN CLAYCOMB
(248) 830 9005
mechinstructor@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

**PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.**

**POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET**

**NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT**
Charter Township of Orion
2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE
http://AccessMyGov.com

BUILDING
PB20-047


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
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<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>BRIVAR CONSTRUCTION COMPANY</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>7258 KENSINGTON ROAD</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plats/Subs:</td>
<td>BRIGHTON MI 48116</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td></td>
<td>Zoning: IV</td>
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</table>

Work Description: Interior build out of existing "Building B" shell for operation as a grow and cultivation facility

Stipulations:
Estimated Cost: $6000000.00

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<tr>
<th>Permit Item</th>
<th>Work Type</th>
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<td>72,622.00</td>
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<td>COM/L TENANT SPACE (COMPLETION// APPLICATION</td>
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<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
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Fee Total: $0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

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NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion
2525 Jostyn Rd Lake Orion, MI 48360 PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTIONS
AND VIEW RESULTS
ONLINE
http://AccessMyGov.com

Type of Construction: Electrical
Edition of Code: 2018 NEC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
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<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
<td>Joshua Holdsworth 1185 N Perry Pontiac MI 48340</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3836</td>
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Work Description: Wiring grow facility
Stipulations: Estimated Cost: $0.00

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<tr>
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<th>Work Type</th>
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<tr>
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<tr>
<td>MOTOR TRANSFORM/ELEC HEAT 6-20 HP Units</td>
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<td>10.00</td>
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<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
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<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
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<td>120.00</td>
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<tr>
<td>BASE FEE</td>
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<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
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<td>LIGHTING FIXTURES / SMOKE DETECT/FIXTURES</td>
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<td>ROOF TOP UNIT / MAKE-UP AIR - COMA STANDARD ITEM</td>
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<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
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<tr>
<td>SUBPANEL COMMERCIAL</td>
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<td>400.00</td>
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</table>

Inspector:
BILL HYDER
(248) 866 3373
elecinspectort@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

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PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET
NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion

2525 Joslyn Rd  Lake Orion, MI 48360  PH 248 391.0304 Ext 6000

BUILDING DEPARTMENT

FIRE SUPPRESSION

PFS20-021

SCHEDULE INSPECTION

Please call the
Fire Department
248-978-5143

Type of Construction: ____________________  Occupancy Group: ____________________  Edition of Code: ____________________

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
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<tbody>
<tr>
<td>180 PREMIER DR O:-9-35:477-001 Lot:</td>
<td>EDWARD BARRY 1111 Oakley Park RD STE 201 Walled Lake MI 48390</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19891-3036</td>
</tr>
<tr>
<td>Plat/Sub:</td>
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<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
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</tbody>
</table>

Work Description: Building B Fire Suppression -

Please contact Jeff Williams to schedule your inspection

Stipulations: ____________________

Estimated Cost: $0.00

Inspector:
Jeffrey Williams
jwilliams@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

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POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
**Charter Township of Orion**

2525 Joslyn Rd  
Lake Orion, MI 48360  
PH 248.391.0304 Ext 6000

**BUILDING DEPARTMENT**

**Plumbing**

**PP20-083**

**SCHEDULE INSPECTIONS**  
AND VIEW RESULTS ONLINE  
http://AccessMyGov.com

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
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<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD LEE</td>
<td>PREMIER DRIVE LLC</td>
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<tr>
<td>O-09-35-477-001 Lot:</td>
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<td>Plat/Sub:</td>
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<td>Zoning: IV</td>
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</table>

**Type of Construction:**

**Occupancy Group:**

**Edition of Code:** 2015 MPC

**Work Description:** Underground plumbing for grow rooms and sanitary lines for new bathroom group, hot and cold city water.

**Stipulations:**

**Estimated Cost:** $0.00

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ONLINE PERMIT FEE</td>
<td>ONLINE PERMIT FEE</td>
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<td>HOSE BIBB</td>
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<td>13.00</td>
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<tr>
<td>HUMIDIFIER</td>
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<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
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<td>30.00</td>
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<td>SHOWER TRAP</td>
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<td>STACK/STACK/AUTO-VENT</td>
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<td>WATER CLOSET</td>
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<td>URINAL</td>
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<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
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<td>SINK (ANY TYPE)</td>
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<td>ADDITIONAL 100 FT.</td>
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<td>100.00</td>
</tr>
</tbody>
</table>

**Inspector:**  
TOM KATICH  
(248) 343 2012  
plmbsinspector@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 110 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

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PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.
H. Litter & Waste Removal Plan
Litter & Waste Removal Plan

All biological waste product will be rendered unrecognizable by grinding it in an industrial grinder and combining it with other non-consumable solid waste, including the media in which we cultivate plants, Rockwool. The inclusion of inert material renders the combined solid waste unusable. All waste will be stored in a locked dumpster that is emptied at minimum once per week.

The company intends to employ particulate filtration in areas where waste is stored and processed, which minimizes potential exposure and impact to the outside environment. The facility, which is designed around large water chillers, is designed to circulate air rather than ventilating it. This process helps to avoid excess exposure of odors to the surrounding community.
I. Noise, Dust, Vibrations, Glare & Fumes Plan
Noise, Dust, Vibrations, Glare, Fumes or Odors Plan

Excessive Noise, Dust, Vibrations, Glare and Marijuana odors emanating from our facilities are a valid concern for the community and our neighbors. This plan details the measures deployed to ensure that minimal noise, dust, vibration, glare, fume or offensive odor is emitted from the facility, the response if it occurs, and that the measures remain effective over time.

This plan is our commitment to the Orion Township that we will be in compliance with regulations of the city and the administrative rules and that we will not operate in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property.

We will not vent noxious dust, odors, gases or fumes to surrounding areas.

We will mitigate dust and noxious odors by engaging in the following activities:

1. Adequate design measures to seal the building;
2. Utilizing a heating, ventilation, and cooling (HVAC) System designed to move an appropriate amount of air (cfm) throughout the facility to disperse odors;
3. Using industry leading MERV-13 HEPA filters in addition to FILTR, Blue Zone & Puradigm units in each room throughout the facility.

I. DESIGN MEASURES TO SEAL THE BUILDING

We intend to renovate our building in a manner that focuses on effectively sealing all interior rooms and exterior access points. Each room is enclosed in 12", interlocking insulated panels which are designed to form an airtight seal. For additional protection, butyl caulk is applied at each joint to accommodate any flaws in the panels.

Caulk is also applied to seal any openings into the panels, including plug outlets, doorways, sprinklers, and anything else that could allow air flow. Our doors are fiberglass, weather stripped and employ a drop seal to press additional weather stripping against the floor when closed to maximize the seal all the way around.

II. MERV-13 HEPA FILTRATION SYSTEM

The purification of air throughout our facility is a top priority for both the health of the plants and the environment we subject our employees and the local community to. In an effort to target and reduce contamination, mold, bacteria, odor, dust, and fumes, we employ a variety of filtration systems in all rooms where marihuana plants are grown.

Each room will utilize clean room grade HEPA filtration units filtering down to 0.01μm and providing up to 5 complete air changes per hour. These units also utilize a carbon filter which focuses directly on the removal of smells and volatile organic compounds.

In addition to the HEPA filters, each room will have Puradigm units to help reduce airborne and surface contaminates, and Agrify Bluezone UV filtration units, known to destroy 99.9%+ of both bacteria and mold. Both of these systems aid in odor elimination and containment.
As filters age, they become clogged with impurities, and ultimately less effective. As such, we will develop a maintenance schedule to inspect the filtration units regularly and to replace them per the manufacturer's recommendation or at an expedited pace based on their usage in these environments.

III. VIBRATION MITIGATION
Exterior mounted cooling equipment is mounted on isolation pads to dramatically reduce vibrations that would otherwise be created by such large equipment.

IV. EVALUATING THE EFFECTIVENESS OF NOISE, DUST, VIBRATIONS, ODOR & FUME CONTROL MEASURES

Key site leadership roles will be trained to assess the production and escape of odors, dust, fumes and glare from the facility. We also anticipate a strong and friendly relationship with the local communities and will welcome feedback about any exhaust from the building. Should these assessments or the community ever determine that our levels are beyond acceptable, we will re-evaluate this plan and engage professionals to further refine our practices and properly mitigate the problem.
J. Spent Water & Soil Safety Plan
Spent Water & Soil Safety Plan

Wastewater Treatment Plan:
Wastewater generated during the cultivation of marihuana or marihuana products shall be disposed of in compliance with all applicable state and local laws and regulations. Despite the amount of water used in the cultivation process, there is very little water waste. The majority of water is used by the plants or evaporated out of the collection dishes upon which the plants sit. Any water that is used to rinse the plants or clean the facility or for any other purpose shall be rendered clean through both reverse osmosis and UV light after standard filtration methods, and either reused by the facility or discharged through a monitoring manhole where it can be monitored to comply with all local ordinances.

The Cultivation Facility will include an Ecowater RO purification system. Ecowater Purification Systems are the leading water filtration manufacturer in the industry, helping cultivators diagnose and solve every water problem imaginable. Ecowater designs systems to treat any water source including city water, well water, nutrient runoff water, wastewater, and condensate runoff.

Soil Safety Plan
The cultivation facility will not use soil – instead, all media for the purposes of growing plants will be rockwool, a lightweight hydroponic substrate made from spinning molten basaltic rock into fine fibers which are then formed in a range of cubes. This product will be disposed of through the grinder and mixed with biological waste in a locked dumpster.
K. Security Plan
SECURITY PLAN

Pure Green is committed to being a leader in Michigan’s cannabis industry and a trusted resource for the communities, consumers and clients we service. Essential to fulfilling this commitment is our ability to effectively protect our product from criminal repurposing throughout the facilities.

This Security, Surveillance and Diversion Prevention Plan details the physical and electronic security measures we employ to deter, detect, and inhibit the theft, diversion, and loss of Marijuana, and to prevent unauthorized conduct with respect to the storage and dispensing of Marijuana.

We have extensively researched and designed our Grow Facility to maximize security. The facility shall be built with enhanced security and stringent safety features to eliminate any potential for diversion. Our facility will be equipped with numerous motion sensors and exterior intrusion sensors that will be linked to local law enforcement. To prevent unauthorized entry and stop diversion, theft, or loss of marijuana, every square inch of the facility shall be continually monitored by high definition security cameras and commercial-grade equipment. Security systems will be positioned so they closely monitor activities at strategic risk points and watch for any strange behavior or movement. Marijuana shall not be visible to any person from the exterior of the Grow Facility.

We will create a culture of responsibility, accountability, and strict security surrounding all aspects of the facility. The stringent operating procedures outlined below demonstrate a commitment to employee and public safety above all other operating values. From receipt to sale, we are committed to preventing diversion by implementing a comprehensive security strategy. Employees will be extensively trained to understand that security is a primary obligation for everyone at our facility.

We will have comprehensive security policies and procedures for the Grow Facility, which address measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the facility. Employees will receive on-going training regarding our security protocol and the Site Manager shall ensure all employees follow policies and procedures regarding the security of the facility. The Site Manager shall implement and maintain employee training policies and procedures for security training. All employees shall aid in the security of the Grow Facility through prevention, awareness, reporting, and responsible incident management. All employees shall be required to immediately report security breaches and incidents of non-compliance to their supervisor, and in case of sudden emergency, immediately to law enforcement by either striking a panic button or calling law enforcement directly.

We will make our facility available and open to inspection, at all times, for law enforcement, representatives of the Department and law enforcement, when necessary to perform their duties.

PHYSICAL SECURITY

The facility shall be designed to maximize security and stop the potential for diversion. Access to the secure facility shall include safety and security mechanisms that prevent unauthorized entry. All doors will be burglary-resistant material, with commercial-grade, non-residential locks. Additionally, exterior doors, as well as limited access area entries, will be automatic locking and equipped with electric strike and keycard access hardware. All doors are setup to fail secure, which means in the event of a power failure, the doors will remain locked and only be accessible via a master key.
The Grow Facility's main entrance vestibule shall include a mantrap to control passage from the public access area to the limited access area. We will strive to install Underwriter's Lab (UL) approved locks and lock cylinders, which are rated as burglary resistant. We will also install local alarms on all fire exits and other perimeter doors not authorized for employee or visitor use. Our alarm system will be monitored after business hours with live monitoring through a licensed security monitoring company. If there are ever any after-hours issues, the live monitoring system will be linked directly to law enforcement and the Site Director, among other key personnel.

We shall ensure that trees, bushes, and other foliage outside of the premises do not allow people to conceal themselves from sight. The surveillance system's cameras shall be capable of certain identification of persons (including facial features), license plates, vehicles, the immediate surrounding areas, and any activities occurring within any area of the premises, and the parking area, and within twenty feet (20') of all entry and exit points of the premises. Cameras will cover every square inch of the facility.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.

LIGHTING

Exterior lights at all points of entry and exit shall remain constantly illuminated to allow for recording. Lighting on the outside perimeter shall allow cameras the ability to record any suspicious activity. Timed-delay switches shall be used to turn off non-essential interior lights, which shall not remain lit after employees have left the facility. Motion detecting lights shall be installed in areas that are entered and exited infrequently. The exterior of the facility shall be lit by commercial LED light fixtures sufficient to facilitate twenty-four-hour surveillance. Exterior lights in the parking area will remain on from dusk until dawn.

SECURITY EQUIPMENT

Our security equipment shall be designed, installed, and maintained to deter and prevent unauthorized entrance and theft of marijuana products at the facility. Security equipment shall be installed by a commercial, licensed service provider. All equipment shall be compliant with Department rules and all state and local laws, regulations, ordinances, and other requirements.

ENTRY AND EXIT ELECTRONIC EQUIPMENT AND PLACEMENT

Our entry and exit electronic access equipment will consist of the following:

- Electric strike locks on all doors in the Grow Facility with the ability to override access control for emergency exit even during a power outage.
- RFID proximity card access control devices for all interior doors and all exterior entrances and exits into the Grow Facility.
- Access control system that allows for programming or uploading individual user permissions and allowed entry times, as well as operations-specific information including employee photos.
- A backup power supply system that immediately provides power for at least twenty-four (24) hours in the event of a power outage.
- Main system operating equipment will be kept in the security room, a limited access area.
• Access control system that monitors and records:
  o Identification of employees or visitors entering and exiting.
  o Date and time of entry and exit.
  o Length of time in specific area.
  o Any unauthorized attempts for access.

ALARM SYSTEM

We shall have a professionally monitored security alarm system installed at our facility. Monitoring of the alarm system shall be twenty-four (24) hours a day, seven (7) days a week. We shall notify the Department of any intent to change our security alarm service provider. Upon request, we will make available to the Department all information related to the alarm system, monitoring, and alarm activity. The alarm system shall consist of the following:

• Appropriate equipment necessary to monitor activity inside and outside the Grow Facility, including:
  o All entrances and exits.
  o Roof hatches.
  o Rooms with exterior windows.
  o Rooms with exterior walls.
  o Rooms containing marijuana.
  o Rooms containing safes or vaults.
• A backup power supply system that immediately provides power in the event of a power outage.
• Main system operating equipment is kept in the Main Office Surveillance/IT Room, a limited access area.
• All telephone junction boxes or rooms where alarm telephone circuits terminate are locked, tamper-protected, and all labels or tags identifying these alarm circuits have been removed.

ALARM SYSTEM COMMUNICATION

The alarm system shall include an electronic or mechanical system that, upon activation, is programmed to send a prerecorded voice message, via telephone, radio frequency, or other communication system, to appropriate law enforcement authorities or other emergency services. In addition, the alarm system shall be equipped with a failure notification system that notifies the alarm monitoring service provider of the system failure via audio, text, visual, or audiovisual message, within a maximum of five (5) minutes of such failure.

ALARM SYSTEM TESTING

We shall bi-annually conduct an onsite inspection and test of the entire alarm system to determine needed repairs and adjustments.

ALARM SYSTEM RECORDS

We shall keep and maintain alarm system records and will make available to the Department all
information related to the alarm system, monitoring, and alarm activity. These records shall include the following:

- The name of the alarm installation and monitoring service provider.
- Copies of service contracts.
- A map of the Grow Facility showing the location and operation of each alarm system component including alarm telephone circuits.
- A list of authorized users.
- Manufacturers’ instructions for operating and maintaining the equipment.
- Testing and maintenance logs.
- Reports of any incidents triggering an alarm.
- Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

SURVEILLANCE SYSTEM

We shall have a fully operational electronic surveillance system installed at our facility. We shall notify the Department of the intent to make any changes to the surveillance system. Upon request, we will make available to the Department all information related to the electronic surveillance system installed at our facility. The surveillance system shall consist of the following:

- Appropriate equipment necessary to video record activity inside and outside the Grow Facility, including:
  - All entrances and exits into and out of the Grow Facility.
  - Roof hatches or skylights.
  - Rooms with exterior windows.
  - Rooms with exterior walls.
  - Rooms containing safes or vaults.
  - All entrances and exits of security rooms and limited access areas.
- Appropriate equipment to record keycard entry and exit activity of all our employees and visitors.
- A backup power supply system that immediately provides power in the event of a power outage.
- A dedicated safe or vault to store all entry/exit records and video recordings in the Office Surveillance/IT Room, in a limited access area.
- Main system operating equipment is kept in the main office Surveillance/IT Room.

VIDEO SURVEILLANCE EQUIPMENT

Our video surveillance equipment will consist of the following:

- Network video recorders with a record rate of a minimum of thirty (30) frames per second.
- Cameras with a minimum resolution of 1920 x 1080 pixels.
• Cameras with infrared capabilities to capture images in low or no lighting conditions.
• Cameras with capabilities to identify activity occurring within twenty feet (20') from all points of entry and exits into and out of the exterior of the Grow Facility.
• Video monitors.
• Digital archiving device.
• Capabilities to produce a color still photograph from any camera image, live, or recorded.
• Capabilities to accurately display the time and date on recorded images or video.
• Color printer that can immediately produce a clear, color still photo, either live or recorded, with a resolution of 9600 dpi and the image quality is relative to the camera being used to capture the image.

CAMERA COVERAGE PLACEMENT

We will install at least One Hundred (100) security cameras. The security cameras will be permanently mounted and in a fixed location. Each camera at the Grow Facility shall be placed in a location that allows the camera to clearly record activity occurring within twenty feet (20') of all points of entry and exit on the Grow Facility. The cameras will cover every square inch of the facility. The cameras shall allow for the clear and certain identification of any person, including facial features, and activities, including sales or transfers, in all areas of the Grow Facility. The security cameras shall monitor and record all areas of the Grow Facility including:

• All areas where marijuana or products are present, including activities related to:
  • Weighing, packaging, and labeling.
  • Storing, preparing for sale, loading/unloading, or moved within the Grow Facility.
  • Waste Disposal.
• Limited-access areas and security rooms, including transfers between rooms and areas.
• Areas storing a surveillance system storage device with at least one (1) camera recording the access points to the secured surveillance recording area.
• All entrances and exits into and out of the exterior of the Grow Facility, recording both indoor and outdoor vantage points.
• Outdoor trash receptacles.
• Roof hatches or skylights.
• Rooms with exterior windows.
• Rooms containing safes or vaults.
• All areas where cash is counted, transferred, or stored.
• All areas where records are stored.

Cameras shall not be installed in bathrooms or any other area where a legitimate expectation of privacy exists. Camera placement shall ensure:

• Visibility of activities is not obstructed by lighting equipment covers, fixtures, or other equipment.
• A clear and certain identification of all individuals and activity at the Grow Facility.
• Identification of activity occurring within twenty feet (20') from all points of entry and exit into and out of the exterior of the Grow Facility.

SURVEILLANCE FAILURE NOTIFICATION

The surveillance system shall include a failure notification system that alerts the Site Director and other key site personnel of any interruption in surveillance and/or the complete failure of the monitoring system. The notification shall be within a maximum of five (5) minutes of such failure via audio, text, visual, or audiovisual message. Additionally, an alarm shall signal the Security Officer on duty whenever an unauthorized entry is attempted.

SURVEILLANCE TESTING

We shall ensure that the surveillance system is properly maintained for playback quality so that images can be seen and the identity of all individuals and activity in surveillance areas are captured. We will schedule and oversee all required maintenance of security equipment in accordance with manufacturer recommendations. Any equipment failure identified shall be corrected as soon as possible. All security equipment shall be in good working order and shall be inspected and tested at regular intervals.

INFORMATION TECHNOLOGY SECURITY

We shall ensure the security of our hardware, software, data, and communications networks, including the following information technology (IT) maintenance:

• Software registration.
• Security patches.
• Malicious software prevention.
• Account management.
• Security status and network access monitoring.
• Disposal and redeployment.
• Employee IT security training.
• Vulnerability assessments.

Access to protected information shall be restricted to essential employees only. Access may be granted to authorized representatives of the Department and other government officials if necessary to perform their official duties. Examples of protected information include:

• Security and cash management procedures.
• Asset and inventory lists.
• Network data.
• Floor plans of critical areas.
• Password and code records.
• Customer records.
• Employee records.

PRODUCT SAFETY AND SECURITY

We shall develop and implement procedures that ensure product safety and security and are compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures shall include measures that:

• Minimize the risk of diversion or theft of marijuana.
• Minimize the risk of contamination from incoming materials.
• Ensure proper storage conditions that maintain the quality and purity of our marijuana products.

MATERIAL RECEIVING

All deliveries shall be verified at the front entrance to the facility before allowed access to the loading areas. All materials received will be documented. No material may be received unless its shipping documentation matches the corresponding purchase order or separate approval is given by the Site Manager. Employees shall notify the Site Manager of any shipment discrepancy immediately and shipment may not be accepted without the Site Manager’s approval.

PRODUCT STORAGE SECURITY

Storage areas shall be designed to provide adequate lighting, ventilation, temperature, humidity, space, and equipment. All storage areas shall be maintained in a clean and orderly condition, free from infestation of pests, and in accordance with our security measures and Security Plan. The Grow Facility Manager shall ensure secure containers containing marijuana products remain dry, well ventilated, have temperature-control features to avoid extreme temperature fluctuations and appropriate odor-control features. These proper storage environments ensure product storage does not lead to product contamination or loss of quality.

The storage areas containing marijuana products shall be designed for security and ease of maintenance. We shall establish product storage and security policies and procedures compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Under no circumstances may any product be transferred without following our policies and procedures and all the rules set forth by the
Department and all applicable state and local laws, regulations, ordinances, and other requirements. Storage policies and procedures shall include:

- All equipment and any areas used for the processing or storage of marijuana shall be securely locked unless in use.
- All areas used for the storage of marijuana shall be on a time lock and only accessible during regular business hours.
- Inventory shall be reviewed and documented at the beginning and close of each day.
- All areas where marijuana product is stored will be monitored by the surveillance system.

DIVERSION PREVENTION

Investigation of possible diversion and developing policies to prevent it will be conducted by a team of our senior officials, including our CEO, COO, and Director of Compliance. Collectively, they will be known as the Diversion Prevention Team or DPT. The team will have multiple responsibilities including:

- Investigating allegations of diversion
- Developing policies and procedures to prevent diversion
- Managing performance improvement measures
- Providing overall direction for the program.
- Reporting confirmed cases of diversion to law enforcement

The DPT will also integrate information from external sources and environmental factors to improve safety and security at facilities. External sources and environmental factors may include news reports, trade and patient associations, law enforcement bulletins, etcetera. Standard operating procedures shall be updated to incorporate new sources of information and prevent diversion.

WORKING WITH LAW ENFORCEMENT

We deeply value and respect the work of local law enforcement. Police officers are on the front lines protecting our safety. Therefore, our Company, through the DPT, will form a partnership with law enforcement. This partnership will be rooted in a shared responsibility for the safety of the community. Upon request, law enforcement will have access to employee records and Grow Facility operations. Company will also engage with first responders like EMS and fire to establish emergency response protocols. This will create a close working relationship and enhance our ability to provide a secure and positive experience for our employees and the community.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.
EMPLOYEE TRAINING

We know that having a trained and educated workforce is paramount to having an effective diversion strategy. Therefore, a considerable amount of time, resources, and energy will be devoted to ongoing diversion prevention training. The training curriculum will be conducted by the DPT. At a minimum, the training curriculum shall include:

- Compliance regulations for grow facilities.
- State laws and agency rules regulating the use of marijuana.
- Strategies for preventing diversion.
- Criminal and civil consequences for diverting product.
- Security and safety standard operating procedures.
- Chain of command for reporting diversion.
- Incident management.
- Daily operating procedures.

Diversion prevention trainings are mandatory for every new employee. Additionally, each employee shall be required to participate in quarterly continuing education trainings on diversion. Training materials will be outcome driven. Employees will be given real world examples of diversion and taught the appropriate response. Teaching the material through the learning principles of problem solving, discussion, and feedback will empower and increase understanding and retention of the training. This process of integrating knowledge will develop a culture of shared values, perspectives, and become the way of daily conduct and purpose at the Grow Facility.

Employees will have access to diversion prevention training materials at all times. There will be no excuse and zero tolerance for not knowing the proper policies and procedures. Well-maintained employee training records displaying documented training dates and subject matter will preserve and increase compliance, continuity and understanding of all guidelines, security procedures, safety, and incident response. Employee training records will become a written testament of the detailed information and accountability of security education.

INVESTIGATION OF DIVERSION

Due to intense and robust security operations, we do not anticipate diversion at our facility. However, it is important to be prepared for any scenario. We have developed an enhanced investigation procedure for any allegations or reports of potential diversion. Any allegation or report will be fully and immediately investigated by the DPT with established processes and timeframes.

Security policies developed by our Company outline that the first step of investigation is to preserve all possible evidence. Evidence needs to be persevered for the investigation and may be used in future disciplinary matters. The second step of investigation shall be to review all camera footage and other relevant information technology. Each marijuana product is tracked from seed to sale. Therefore, if diversion occurred, it will likely appear in an audit of the tracking software. The third step of investigation will be to interview the employee who engaged or
allegedly engaged in diversion. This step can only be executed if enough evidence is gathered to narrow down the suspect. The goal of the interview is to get the subject to confess how they diverted product to prevent future incidents from occurring. The fourth step of investigation will be to report the confirmed incident of diversion and suspect to law enforcement and the Department. The Site Manager shall be the point of contact for all law enforcement inquires and will turn over all relevant evidence to law enforcement and the Department. The final step of investigation is to develop policies and procedures to prevent the incident from happening again. Once new policies have been developed by the DPT, an all staff training shall be given. The training will be a top down review of all security policies including any updated procedures.

INCIDENT RESPONSE

We shall establish incident response procedures addressing any incident that may occur, including natural disaster, unauthorized access, theft, or IT security breach. Procedures shall be in accordance with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures for general emergency and incident management, containment, and corrective measures shall be thoroughly detailed. The Director of Compliance shall ensure the appropriate response procedures are followed. All employees shall receive incident response training annually. The Site Manager shall determine the category and severity of the incident and determine the next best course of action. All discussions, decisions, and activities shall be documented.

We shall immediately notify appropriate law enforcement authorities and the Department immediately after the discovery of a reportable incident as defined by state and local laws, regulations, ordinances, and other requirements. Examples of an incident may include, but are not limited to:

- Theft or physical loss of marijuana or confidential records.
- Breach of our network servers.
- Robbery or unauthorized entry in the Grow Facility.
- Threats of violence to the Grow Facility, employees, or visitors.
- Bomb threats.
- Any criminal activity.
- Civil disturbances.
- Hazardous spills.
- Infectious disease epidemic.
- Serious accidents.
- Fires.
- Earthquakes.
- Floods.
- Windstorms or tornadoes.
INCIDENT REPORTING

Anyone with knowledge or a reasonable suspicion of an incident is instructed to make an immediate report to the Grow Facility Manager or the Site Manager. The person reporting the incident shall complete the Incident Log.

- Date and time of occurrence or suspected occurrence.
- Names and contact information of parties involved and any witnesses.
- Description of incident.
- Completed Suspect Description Forms, if applicable.
- Any evidence supportive of the event (unless law enforcement is required on scene or en route).

We shall notify appropriate law enforcement authorities and the Department immediately after discovering the following:

- Discrepancies identified during inventory; diversion, theft, or loss of marijuana; or any criminal action involving an employee.
- Theft, robbery, or burglary; sale to minors; diversion of marijuana or marijuana products; or any other crime related to marijuana.
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person.
- Unauthorized destruction of marijuana.
- Any loss or unauthorized alteration of records.
- An alarm activation or other event that requires a response by public safety personnel.
- Integrity of the inventory management system compromised.
- An IT security breach.
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours.
- Any other breach of security defined by the rules set forth by the Department.

UNAUTHORIZED ENTRY/ROBBERY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, or product due to unauthorized entry, employees shall be trained to perform the following:
- Notify law enforcement utilizing a panic alarm, only if it can be safely done without being obvious to the robber.
- Do not resist the robber or use or encourage the use of weapons or force against the robber.
- Try to inform the robber of any potential surprises (e.g., an employee is due back from lunch or the building alarm is set to be tested).
- Try to keep employees and visitors, if applicable, calm during the robbery.
- Try to alert other employees of the situation using pre-determined signals or text messages, only if safe to do so.
- Follow the robber's commands in order to shorten the time of the incident. Do not argue with the robber, but do not volunteer to help.
- If the robber demands a certain amount of money or product, only give them that amount.
- Be observant in order to be a good witness. Try to remember:
  - The number of robbers.
  - The physical characteristics of the robber(s), such as weight, scars, tattoos, hair color, or speech patterns.
  - The clothing worn by the robber(s).
  - Any names used by the robber(s).
  - A description of any weapons shown, such as barrel length and color, color of the grip, or automatic or revolver.
- If the robber uses a note, try to place it out of sight to retain it as evidence.
- Do not follow a robber.
- Secure the Grow Facility and place a notice that the business is closed due to an emergency.
- Call the police and ambulance, as needed, immediately and request that witnesses stay or obtain their contact information.
- Provide aid to injured people.
- Do not discuss the robbery with any outside parties until police and management has given authority to do so.
- Do not estimate the amount of money or product that was taken until an inventory has been performed.

Corrective procedures that may be required to return conditions to a normalized and secure state:
- Change all security codes.
- Replace locks and issue keys only to authorized employees.
• Ensure any video of the incident is archived.
• Restore security devices and/or apparatus to working condition.
• Repair any physical damage to the Grow Facility.
• Provide employees and visitors, if applicable, counseling, as needed.
• Perform a security re-training as soon as possible.
• Modify Employee Access Control Log as deemed appropriate.

INTERNAL THEFT/BURGLARY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, product due to internal theft or burglary, employees shall be trained to perform the following:

• Identify missing or compromised assets.
• Gather, remove, recover, and secure sensitive materials to prevent further loss or access.
• Power down, recycle or remove security equipment known to be compromised.
• Where possible, secure the premises for possible analysis by the Department and law enforcement.
• Gather and secure any evidence of illegal entry for review by the Department and law enforcement.
• Where possible, record identities of any party who might be a possible witness to events.
• Preserve video recordings and Visitor logs for review by the Department and law enforcement.

Corrective procedures that may be required to return conditions to a normalized and secure state:

• Retrieve or restore assets where possible.
• Store all sensitive materials and products in a secure manner (e.g., lockable cabinets or storage areas/container).
• Replace locks and issue keys only to authorized employees. Update the Employee Access Control Log as necessary.
• Restore security devices and/or apparatus to working condition.
• Remove and retain unauthorized equipment from network and/or area.
• Implement physical security devices and improvements (e.g., equipment cables, alarms) as deemed appropriate.
• Perform a security re-training as soon as possible.
FIRE PROCEDURES

If a fire does not present an immediate danger to personal safety, one (1) employee shall try to extinguish the fire. If a fire presents an immediate danger to personal safety, a fire alarm shall be pulled and a call to 911 shall be immediately made and evacuation of the building shall occur all at once.

Evacuation of Grow Facility

Any director or manager may determine the need to evacuate. Reasons for evacuation may include:

- Fire.
- Bomb threat.
- A hostile or violent employee, visitor, or unknown person.
- Power outage.
- Earthquake.
- Water or gas leak.
- Hazardous spill.
- Robbery or hostage situation.

The Site Manager shall ensure that all employees and visitors, if applicable:

- DO NOT gather in lobbies.
- DO NOT open a door without first checking for heat.
- DO NOT touch any suspicious items or suspected bombs.
- DO NOT run or panic.
- DO NOT re-enter the building until authorized.
- DO assist disabled individuals or others who need assistance. Evacuate disabled individuals or others who need assistance ONLY under the direction of authorized emergency personnel or when there is an immediate threat to personal safety and security.

INCIDENT CONTAINMENT

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes required to quickly contain and minimize the immediate impact to personal safety, the Grow Facility, and other affected parties. Containment activities shall be designed to:

- Minimize harm to individuals.
- Counteract the immediate threat.
• Prevent propagation or expansion of the incident.
• Minimize actual and potential damage.
• Restrict knowledge of the incident to authorized employees.
• Preserve information relevant to the incident.

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes to quickly:

• Secure the environment.
• Restore the environment to its normalized state.

The Site Manager shall be actively engaged throughout the incident to assess the progress of all containment and corrective measures and determine at what point the incident can be considered resolved.

INCIDENT CONTAINMENT AND CORRECTIVE PROCEDURES

The Site Manager shall determine and implement the appropriate procedures required to quickly contain and minimize the immediate impact of an incident, as well as to quickly restore circumstances to a normalized, secure state. Containment and corrective measures shall be designed with the primary objectives of:

• Minimizing harm.
• Counteracting the immediate threat.
• Preventing propagation or expansion of the incident.
• Minimizing the actual and potential damage.
• Restricting knowledge of the incident to authorized employees.
• Preserving information relevant to the incident.
• Securing the environment.
• Restoring the environment to its normalized state.

POST-INCIDENT REVIEW, REPORT, AND FOLLOW UP

The Site Manager shall hold a Post-Incident Review after each incident has been resolved. The Post-Incident Review shall be scheduled within two (2) to three (3) weeks of the incident’s resolution and shall involve:

• Appropriate personnel, which may include affected parties.
• Examination of the incident and all related activities and events.
• Discussion on proposed changes to policy, processes, and safeguards.
All incident activities, from receipt of the initial report through post-incident review, shall be documented. The Site Manager shall ensure all events are recorded, assembling these records in preparation and performance of the post-incident review, and ensuring all records are preserved for review. The following shall be included, at a minimum, in the Post-Incident Report:

- A description of incident events with specific timelines.
- Employee(s) involved.
- Non-Employees involved.
- Impact to affected parties.
- Discussions, decisions, and assignments made.
- Successful and unsuccessful activities.
- Notifications required or recommended.
- Steps taken for containment and resolution.
- Recommendations for prevention and remediation (short-term and long-term).
- Identification of policy and procedure gaps.
- Results of post-incident review.
- Any necessary follow-up actions.

The Post-Incident Report shall be distributed to the Site Manager, the Grow Facility Manager, and all other relevant parties for review. The Site Manager shall ensure the appropriate employees are assigned to any follow-up actions. The Site Manager shall document the completion of all follow-up actions in the Post-Incident Report and distribute an updated copy.

**SECURITY SYSTEM RECORDS**

We shall keep all necessary books and records in order to render a full account of all operations conducted at the Grow Facility under our license for the year to date and the five (5) years prior. We shall keep books and records of the Grow Facility from the previous six (6) months (or the complete copies of such records) in the Grow Facility at all times. All marijuana related records shall be retained in the inventory management system. All surveillances recordings shall be retained, at a minimum for at least sixty (60) days, unless in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the licensee shall retain the recordings until such time as the department notifies the licensee that the recordings may be destroyed. Our standard operating procedures shall detail the maintenance of records and measures for addressing and reporting any loss or unauthorized alteration of records. The Department, upon request, shall have full access to all Grow Facility records and surveillance recordings.

We shall keep and maintain security and surveillance system records and recordings in the Grow Facility and copies stored on a secure cloud storage. These records shall include, at a minimum, the following:

- The name of the surveillance equipment installation service provider and all equipment manufacturers.
- Copies of any service contracts.
• A map of the Grow Facility showing the location and operation of each surveillance system component, including the direction of camera coverage.
• A list of authorized users.
• Manufacturers' instructions for operating and maintaining the equipment.
• Testing and maintenance logs.
• Reports of any incidents of unauthorized entry.
• Employee Access Control Logs.
• Visitor Registration Logs.
• Authorized Visitor Access Control Logs.
• Incident Logs and Post-incident Reports.
• Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.
• A log of the recordings, which includes:
  o The identities of the employee or employees responsible for monitoring the video surveillance system.
  o The identity of the employee who removed the recording from the video surveillance system.
  o The identity of the employee who destroyed any recording.
• Video surveillance recordings shall be:
  o In a digital format that ensures authentication of the recording as being legitimately captured without alterations.
  o Easily accessible and in a format that allows for viewing and copying.
  o Embedded with the date and time without significantly obscuring the picture.

We will maintain a log of all recordings, which will include a minimum:
• The identities of the employee or employees responsible for monitoring the video surveillance system.
• The identity of the employee who removed the recording from the video surveillance system storage device and the time and date removed.
• The identity of the employee who destroyed any recording.

Video surveillance recordings shall be stored on an NVR that is server-based with storage as required to meet recording rate and retention. This system shall be password-protected and separate from any other equipment in the Grow Facility. The files and video surveillance recordings shall be available for inspection, upon request, by authorized representatives of the Department and other government officials when necessary to perform their official duties.

After the expiration of the retention period, and before selling or closing the facility, the surveillance video recordings shall be erased, destroyed, or otherwise disposed. We shall not destroy any surveillance video recordings if we have knowledge or should have knowledge of any ongoing criminal, civil, administrative, or other official investigations or proceedings for which the recording may contain relevant information. Additionally, we shall not destroy any surveillance
video recordings in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the recordings shall be retained until such time as the Department notifies us that the recordings may be destroyed.
**Security and Surveillance Equipment Room Access List**

This is the current list of individuals having access to our Security and Surveillance Equipment Storage Room. Only those on this list are essential to maintain security and surveillance operations. All others will be denied access to the Security and Surveillance Equipment Room.

This list is available to the Department or authorized agents immediately upon request.

<table>
<thead>
<tr>
<th>Name of Employee/Contractor</th>
<th>Authorized Entry by (Name of Manager)</th>
<th>Date Authorized</th>
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Security and Surveillance Equipment Room Access Log

Instructions: Use this log to record your access to the Security and Surveillance Equipment Room, entering the reason for your presence here and the date and time of access.

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Reason for Access</th>
<th>Manager Authorizing Access</th>
<th>Time In/Out</th>
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</table>
ADDITIONAL DOCUMENTS
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF ORGANIZATION

for

PURE GREEN, LLC

ID Number: 801934144

received by electronic transmission on March 08, 2018, is hereby endorsed. Filed on March 09, 2018, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of March, 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau
RESTATED ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Restated articles

The identification number assigned by the Bureau is:

801934144

The name of the limited liability company is:

PURE GREEN LLC

All former names of the limited liability company are:

The date of filing the original Articles of Organization was:

1/26/2016

Article I

The name of the limited liability company is:

PURE GREEN, LLC

Article II

The purpose or purposes for which the limited liability company is formed for:

To engage in any activity for which a limited liability company may be formed under the Act.

Article III

The duration of the limited liability company if other than perpetual is:

PERPETUAL

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Names: STEPHEN GOLDNER

2. Street Address: 4761 TARA CT

   Apt/Suite/Other:          City: WEST BLOOMFIELD

   State: MI          Zip Code: 46323

3. Registered Office Mailing Address:

   P.O. Box or Street Address: 4761 TARA CT

   Apt/Suite/Other:          City: WEST BLOOMFIELD

   State: MI          Zip Code: 46323

Article V

(Insert any desired additional provision authorized by the Act.)

THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

ARTICLE VI

NO MANAGER OF THE COMPANY IS LIABLE FOR THE ACTS, DEBTS OR OBLIGATIONS OF THE COMPANY. THE MONETARY LIABILITY OF ANY MANAGER OF THE COMPANY FOR BREACH OF ANY DUTY ESTABLISHED UNDER SECTION 404 OF THE ACT IS LIMITED TO THE FULLEST EXTEN...
IT PERMITTED BY THE ACT, THE COMPANY WILL INDEMNIFY AND HOLD HARMLESS EACH MANAGER FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, CLAIMS, AND DEMANDS SUSTAINED BY REASON OF ANY ACTS OR OMISSIONS OR ALLEGED ACTS OR OMISSIONS OF THE MANAGER, INCLUDING JUDGMENTS, SETTLEMENTS, PENALTIES, FINES, OR EXPENSES INCURRED IN A PROCEEDING TO WHICH THE MANAGER IS A PARTY OR THREATENED TO BE MADE A PARTY BECAUSE THE PERSON IS OR WAS A MANAGER TO THE FULLEST EXTENT PERMITTED BY LAW OR CONTRACT.

Complete section (a) if the Restated Articles only restate and integrate the Articles of Organization, otherwise, complete section (b). Do not complete both, (Select One)

☐ (a) These Restated Articles of Organization only restate and integrate the Articles of Organization.
☐ (b) These Restated Articles amend the Articles of Organization and were approved on [3/7/2018]
   In accordance with Section 604 of the Act: (select one)
   ☐ by a majority in interest if an operating agreement authorizes amendment of Articles of Organization by majority vote.
   ☒ by unanimous vote of all the members entitled to vote.

This document must be signed by a member, manager, or an authorized agent:

Signed this 8th Day of March, 2018 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>Member</td>
</tr>
</tbody>
</table>

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-3373450. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is PURE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.
Keep this part for your records.  

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

Your Telephone Number: ( ) -  

Best Time to Call: ______________  

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

DATE OF THIS NOTICE: 11-10-2017  

EMPLOYER IDENTIFICATION NUMBER: 82-3373450  

FORM: SS-4

NOBODY

CP 575 G (Rev. 7-2007)

FIRE GREEN
STEPHEN JEFFREY GOLDSN SOLE MBR
4761 TARA COURT
WEST BLOOMFIELD, MI 48323
OPERATING AGREEMENT

FOR

PURE GREEN LLC

Effective Date:
March 6, 2018

Prepared by:
Matthew W. Bower
Varnum LLP
160 West Fort St., 5th Floor
Detroit, Michigan 48226
THE MEMBERSHIP INTERESTS IN PURE GREEN LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. SECTION 6 OF THIS AGREEMENT FURTHER RESTRICTS TRANSFERABILITY OF INTERESTS IN THE COMPANY.

OPERATING AGREEMENT
FOR
PURE GREEN LLC

This Operating Agreement of Pure Green LLC, a Michigan limited liability company (the "Company"), is entered into as of March 6, 2018 by and among the Company, and each of the members listed on the signature pages from time to time attached hereto (each a "Member" and collectively, the "Members").

RECITALS

WHEREAS, the Company was formed by Stephen Goldner, as a single-member limited liability company, under the laws of the State of Michigan by the filing Articles of Organization with the Michigan Department of Licensing and Regulatory Affairs on January 26, 2016 (as amended, the "Articles of Organization") for the purposes set forth in Section 2.05 of this Agreement; and

WHEREAS, Stephen Goldner desires to issue a Membership Interest to Steve Sensoli and admits Steve Sensoli as a Member upon execution of this Agreement, which sets forth the terms and conditions governing the operation and management of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

"Additional Capital Contribution" has the meaning set forth in Section 3.02.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:
(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(i)(c), 1.704-2(g)(1) and 1.704-2(f); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"Agreement" means this Operating Agreement, as executed and as it may be amended, supplemented or restated from time to time, as provided herein.

"Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Articles of Organization" has the meaning set forth in the Recitals.

"BBA" has the meaning set forth in Section 10.04.

"BBA Procedures" has the meaning set forth in Section 10.04.

"Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(i)(q)(3).

"Book Value" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;
(b) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Members, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a de minimis Capital Contribution;

(ii) the distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) provided, that adjustments pursuant to clauses (i) and (ii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

(e) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(f) If the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"Budget" means the annual budget of the Company as may be approved by a Majority in Interest of the Members from time to time.

"Business" has the meaning set forth in Section 2.05(a).

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Detroit are authorized or required to close.

"Capital Account" has the meaning set forth in Section 3.03.
"Capital Contribution" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.


"Company" has the meaning set forth in the Preamble.

"Company Minimum Gain" means "partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term "Company" for the term "partnership" as the context requires.

"Confidential Information" has the meaning set forth in Section 12.03(a).

"Covered Person" has the meaning set forth in Section 8.01(a).

"Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined jointly by the Members.

"Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Liquidator" has the meaning set forth in Section 11.03(a).

"Losses" has the meaning set forth in Section 8.03(a).

"Manager" means, initially, Stephen Goldner, or such other Person as may be designated or become the Manager pursuant to the terms of this Agreement.

"Majority in Interest" means more than fifty percent (50%) of the Membership Interests of the Company.
"Michigan Act" or "Act" means the Michigan Limited Liability Company Act, Act 23 of 1993, MCL 450.4101 et seq., and any successor statute, as it may be amended from time to time.

"Member" means each Person initially signing this Agreement and who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Michigan Act. The Members shall constitute the "members" (as that term is defined in the Michigan Act) of the Company.

"Member Nonrecourse Debt" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(f)(2).

"Member Nonrecourse Deduction" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(f), substituting the term "Member" for the term "partner" as the context requires.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (a) to its distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Michigan Act. The Membership Interest of each Member shall be expressed as a number of Units and a percentage interest of the total Membership Interests of all Members as set forth on Schedule A.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(I) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;
(e) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b).

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Officer" has the meaning set forth in Section 7.03.

"Partnership Representative" has the meaning set forth in Section 10.04.

"Permitted Transfer" means a Transfer of Membership Interests carried out pursuant to Section 9.02. "Permitted Transferee" means a recipient of a Permitted Transfer.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Prohibited Activity" means activity in which the Member contributes the Member's knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Business. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or Confidential Information.

"Regulatory Allocations" has the meaning set forth in Section 5.02(e).
"Related Party Agreement" means any agreement, arrangement or understanding between the Company and any Member or any Affiliate of a Member or any officer or employee of the Company, as such agreement may be amended, modified, supplemented or restated in accordance with the terms of this Agreement.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Restricted Period" has the meaning set forth in Section 7.06(a).

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"Subsidiary" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"Tax Matters Member" has the meaning set forth in Section 10.04.

"Transfer" means, to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. "Transfer" when used as a noun shall have a correlative meaning. "Transferor" and "Transferee" mean a Person who makes or receives a Transfer, respectively.

"Treasury Regulations" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"Unit" mean a Unit (or any successor security) representing a fractional part of a Members' Membership Interest.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "thereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule
relying construction or interpretation against the party drafting an instrument or causing any
instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an
integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on January 26, 2016, pursuant to the provisions
of the Michigan Act, upon the filing of the Articles of Organization with the Secretary of
State of the State of Michigan. The Articles of Organization were amended to organize
the Company as manager-managed on March 6, 2018, pursuant to the provisions of the
Michigan Act, upon the filing of Amended and Restated Articles of Organization with the
Secretary of State of the State of Michigan.

(b) This Agreement shall constitute the "Operating Agreement" (as that term
is used in the Michigan Act) of the Company. The rights, powers, duties, obligations and
liabilities of the Members shall be determined pursuant to the Michigan Act and this
Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any
Member are different by reason of any provision of this Agreement than they would be
under the Michigan Act in the absence of such provision, this Agreement shall, to the
extent permitted by the Michigan Act, control.

Section 2.02 Name. The name of the Company is "Pure Green LLC" or such other
name or names as may be designated by the consent of the Members; provided, that the name
shall always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the
designation "LLC." The Manager shall give prompt notice to the Members of any change to the
name of the Company.

Section 2.03 Principal Office. The principal office of the Company is located stated in
the Articles of Organization, or such other place as may from time to time be determined by the
Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial
registered agent named in the Articles of Organization or such other office (which need
not be a place of business of the Company) as the Manager may designate from time to
time in the manner provided by the Michigan Act and Applicable Law.

(b) The registered agent for service of process on the Company in the State of
Michigan shall be the initial registered agent named in the Articles of Organization or
such other Person or Persons as the Manager may designate from time to time in the
manner provided by the Michigan Act and Applicable Law.

Section 2.05 Purpose; Powers.
(a) The purposes of the Company are to engage in (i) research, development, manufacture, distribution, and commercialization of cannabis oils and edibles (the "Business") and (ii) any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Michigan Act.

Section 2.06 Term. The term of the Company commenced on the date the Articles of Organization was filed with the Secretary of State of the State of Michigan and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Initial Capital Contributions. Each Member has made an initial Capital Contribution and/or is deemed to own Membership Interests in the amounts set forth opposite such Member’s name on Schedule A attached hereto. The Manager shall update Schedule A upon the issuance or transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section 3.02 Additional Capital Contributions. Except as provided in Schedule A, no Member shall be required to make additional Capital Contributions ("Additional Capital Contributions") or make loans to the Company.

Section 3.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member’s Capital Account shall be increased by the amount of:

(i) such Member’s Capital Contributions, including such Member’s initial Capital Contribution and any Additional Capital Contributions;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.

(b) Each Member’s Capital Account shall be decreased by:

(i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(c);
(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and

(iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 Succession Upon Transfer. In the event that any Membership Interests are transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI and ARTICLE XI in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 3.06 No Withdrawals From Capital Accounts. No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member, including the Manager, shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

Section 3.07 Treatment of Loans From Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account.

Section 3.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE IV
MEMBERS

Section 4.01 Admission of New Members.
(a) New Members may be admitted from time to time (i) in connection with
the issuance of Membership Interests by the Company, subject to compliance with the
provisions of Section 7.02, and (ii) in connection with a Transfer of Membership
Interests, subject to compliance with the provisions of ARTICLE IX, and in either case,
following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be
admitted as a Member, whether pursuant to an issuance or Transfer of Membership
Interests, such Person shall have executed and delivered to the Company a written
undertaking the form of which is approved by the Manager. Upon the amendment of
Schedule A of the Agreement by the Manager and the satisfaction of any other applicable
conditions, including the receipt by the Company of payment for the issuance of
Membership Interests, such Person shall be admitted as a Member and deemed listed as
such on the books and records of the Company. The Manager shall also adjust the Capital
Accounts of the Members as necessary in accordance with Section 3.03.

Section 4.02 No Personal Liability. Except as otherwise provided in the Michigan Act,
by Applicable Law or expressly in this Agreement, no Member will be obligated personally for
any debt, obligation or liability of the Company or other Members, whether arising in contract,
tort or otherwise, solely by reason of being a Member.

Section 4.03 No Withdrawal. So long as a Member continues to hold any Membership
Interests, such Member shall not have the ability to withdraw or resign as a Member prior to the
dissolution and winding up of the Company and any such withdrawal or resignation or attempted
withdrawal or resignation by a Member prior to the dissolution or winding up of the Company
shall be null and void. As soon as any Person who is a Member ceases to hold any Membership
Interests, such Person shall no longer be a Member.

Section 4.04 No Interest in Company Property. No real or personal property of the
Company shall be deemed to be owned by any Member individually, but shall be owned by, and
title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby
irrevocably waives during the term of the Company any right that such Member may have to
maintain any action for partition with respect to the property of the Company.

Section 4.05 Certification of Membership Interests.

(a) The Manager may, but shall not be required to, issue certificates to the
Members representing the Membership Interests held by such Member.

(b) In the event that the Manager shall issue certificates representing
Membership Interests in accordance with Section 4.05(a), then in addition to any other
legend required by Applicable Law, all certificates representing issued and outstanding
Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE
ARE SUBJECT TO AN OPERATING AGREEMENT AMONG THE
COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE
PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER,
SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH OPERATING AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE V
ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in Section 5.02, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 5.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02 is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.
(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) The allocations set forth in paragraphs (a), (b), (c) and (d) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b), Section 5.03(c) and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Codes and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method with curative allocations of Treasury Regulations Section 1.704-3(c), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (e) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).
(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their Interests in such items as determined by the Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Membership Interests. In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of ARTICLE IX, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

ARTICLE VI
DISTRIBUTIONS

Section 6.01 Distributions of Cash Flow and Capital Proceeds.

(a) Any available cash of the Company, after allowance for all reasonable costs and expenses incurred by the Company and for such reasonable reserves as the Members may agree upon, or as contemplated in the Budget, shall be distributed to the Members, on at least a quarterly basis, in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate the Michigan Act or other Applicable Law.

Section 6.02 Distributions in Kind.

(a) The Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of securities or other property held by the Company. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section 6.01.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Manager may require that the Members execute and deliver such documents as the Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may
appropriately legend the certificates that represent such securities to reflect any restriction on transfer with respect to such laws.

ARTICLE VII
MANAGEMENT

Section 7.01 Management of the Company. The business and affairs of the Company shall be managed by the Manager. Subject to the provisions of Section 7.02, the Manager shall have full and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company set forth in Section 2.05; provided, that the Manager shall manage the Company in accordance with the Budget. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a resolution expressly authorizing such action which resolution is duly adopted by the Manager.

Section 7.02 Actions Requiring Approval of Members. Without the written approval of a Majority in Interest of the Members, the Company shall not, and shall not enter into any commitment to:

(a) Amend, modify or waive the Articles of Organization or this Agreement; provided that the Manager may, without the consent of the other Member, amend Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Make any material change to the nature of the Business conducted by the Company or enter into any business other than the Business;

(c) Issue additional Membership Interests or admit additional Members to the Company.

(d) Enter into, amend in any material respect, waive or terminate any Related Party Agreement other than the entry into a Related Party Agreement that is on an arm's length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;

(e) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of all or substantially all of its assets, other than sales of inventory in the ordinary course of business consistent with past practice; or

(f) Dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.
Section 7.03 Officers. The Manager may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

Section 7.04 Action Without Meeting. Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 7.05 Informational Rights. In addition to the information required to be provided pursuant to ARTICLE X, the Manager shall keep the other Members reasonably informed on a timely basis of any material fact, information, litigation, employee relations or other matter that could reasonably be expected to have a material impact on the operations or financial position of the Company, including, but not limited to, any modification of any loan or other financing to the Company. The Manager shall provide all material information relating to the Company or the management or operation of the Company to any Member may reasonable request from time to time.

Section 7.06 Other Activities; Business Opportunities.

(a) So long as any Member remains a Member of the Company and for the two (2) years, to run consecutively, beginning on the day a Member is no longer a Member of the Company, for any reason (the "Restricted Period"), the Member agrees and covenants not to engage in Prohibited Activity. Nothing herein shall prohibit Member from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that the Member is not a controlling person of, or a member of a group that controls, such corporation. In the event of a breach or threatened breach by the Member of any of the provisions of this Agreement, the Member hereby consents and agrees that the Company shall be entitled to, in addition to other available remedies, seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.
(b) Except as provided in Section 7.06(a), nothing contained in this Agreement shall prevent any Member, including the Manager, or any of its Affiliates from engaging in any other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Member for any profits or income earned or derived from other such activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Member of any business opportunity of any type or description.

Section 7.07 Compensation and Reimbursement of Manager. As approved by a Majority in Interest of the Members, the Manager shall be compensated for its services as the Manager, and the Company shall reimburse the Manager for all ordinary, necessary and direct expenses incurred by the Manager on behalf of the Company in carrying out the Company's business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed amounts set forth in the Budget in the aggregate for any Fiscal Year without the approval of a Majority in Interest of the Members.

Section 7.08 Removal of Manager. A Majority in Interest of the Members may remove the Manager of the Company, by delivering written notice to the Manager and the Members. Upon the Manager's removal, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The removal of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of such Member.

Section 7.09 Resignation of Manager. The Manager may voluntarily resign as the Manager. Upon such resignation, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The resignation of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of a Member.

ARTICLE VIII
EXCULPATION AND INDEMNIFICATION

Section 8.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean (i) each Member; (ii) the Manager; (iii) each officer, director, stockholder, partner, member, Affiliate, employee, agent or representative of each Member, and each of their Affiliates; and (iv) each Officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or is not made in knowing violation of the provisions of this Agreement.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information,
opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Michigan Act.

Section 8.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 8.03 Indemnification.

(a) Indemnification. To the fullest extent permitted by the Michigan Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Michigan Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages,
judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the Business of the Company; or

(ii) such Covered Person being or acting in connection with the Business of the Company as a member, stockholder, Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or a knowing violation of the provisions of this Agreement. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud, gross negligence, willful misconduct or a knowing violation or material breach of this Agreement.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 8.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 8.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(e) Entitlement to Indemnity. The indemnification provided by this Section 8.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 8.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 8.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person,
(d) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) Failing of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 8.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) Savings Clause. If this Section 8.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 8.03 to the fullest extent permitted by any applicable portion of this Section 8.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) Amendment. The provisions of this Section 8.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 8.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 8.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 8.04 Survival. The provisions of this ARTICLE VIII shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE IX
TRANSFER

Section 9.01 Restrictions on Transfer.

(a) Except as otherwise provided in this ARTICLE IX, no Member shall Transfer all or any portion of its Membership Interest in the Company without the written consent of a Majority in Interest of the no-transferring Members (which consent may be
granted or withheld in the sole discretion of such other Members). No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01(b) hereof.

(b) Notwithstanding any other provision of this Agreement (including Section 9.02), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(i), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the Michigan Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes;

(vi) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vii) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such
Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any
less than all of the rights and benefits described in the definition of the term "Membership
Interest," unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. The provisions of Section 9.01(a) shall not apply to
any Transfer by any Member of all or any portion of its Membership Interest to its Affiliate.

ARTICLE X
ACCOUNTING; TAX MATTERS

Section 10.01 Financial Statements. The Company shall furnish to each Member, as
soon as available, and in any event within one hundred twenty (120) days after the end of each
Fiscal Year, unaudited consolidated balance sheets of the Company as at the end of each such
Fiscal Year and unaudited consolidated statements of income, cash flows and Members' equity
for such Fiscal Year, in each case setting forth in comparative form the figures for the previous
Fiscal Year, prepared in accordance with GAAP, applied on a basis consistent with prior years,
and fairly present in all material respects the financial condition of the Company as of the dates
thereof and the results of their operations and changes in their cash flows and Members' equity
for the periods covered thereby.

Section 10.02 Inspection Rights. Upon reasonable notice from a Member, the Company
shall afford each Member and its Representatives access during normal business hours to (i) the
Company's properties, offices, plants and other facilities; (ii) the corporate, financial and similar
records, reports and documents of the Company, including, without limitation, all books and
records, minutes of proceedings, internal management documents, reports of operations, reports
of adverse developments, copies of any management letters and communications with Members
(including the Manager), and to permit each Member and its Representatives to examine such
documents and make copies thereof; and (iii) any officers, senior employees and public
accountants of the Company, and to afford each Member and its Representatives the opportunity
to discuss and advise on the affairs, finances and accounts of the Company with such officers,
senior employees and public accountants (and the Company hereby authorizes said accountants
to discuss with such Member and its Representatives such affairs, finances and accounts).

Section 10.03 Income Tax Status. It is the intent of this Company and the Members that
this Company shall be treated as a partnership for U.S., federal, state and local income tax
purposes. Neither the Company nor any Member shall make an election for the Company to be
classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 10.04 Tax Matters Member; Partnership Representative.

(a) Appointment. The Members hereby appoint the Manager as the "tax
matters partner" (as defined in Code Section 6231 prior to its amendment by the
Bipartisan Budget Act of 2015 ("BBA")) (the "Tax Matters Member") and the
"partnership representative" (the "Partnership Representative") as provided in Code
Section 6223(a) (as amended by the BBA). The Tax Matters Member or Partnership
Representative may resign at any time if there is another Manager to act as the Tax
Matters Member or Partnership Representative.
(b) Tax Examinations and Audits. The Tax Matters Member and Partnership Representative are each authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Tax Matters Member or Partnership Representative, which authorization may be withheld by the Tax Matters Member or Partnership Representative in its sole and absolute discretion. The Tax Matters Member or Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

(c) BBA Elections. The Company will not elect into the partnership audit procedures enacted under Section 1101 of the BBA (the “BBA Procedures”) for any tax year beginning before January 1, 2018, and, to the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures for tax years beginning on or after January 1, 2018 pursuant to Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member’s share of any adjustment set forth in the notice of final partnership adjustment.

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member’s federal, state, foreign or other income tax return with the treatment of the item on the Company’s return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any taxes imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

(e) Income Tax Elections. Except as otherwise provided herein, each of the Tax Matters Member and Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided, that the Tax Matters Member or Partnership Representative will make an election under Code Section 754, if requested in writing by another Member.

Section 10.05 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 7.03) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. The Manager shall provide the Members, for their review and comment, copies of all tax returns prior to the filing thereof. As soon as reasonably possible
after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 10.06 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XI
DISSOLUTION AND LIQUIDATION

Section 11.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The determination of the Members to dissolve the Company;

(b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company;

(c) The entry of a decree of judicial dissolution under the Michigan Act.

Section 11.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 11.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03 and the Articles of Organization shall have been cancelled as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is dissolved pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Michigan Act and the following provisions:

(a) Liquidator. The Manager shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.
(e) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) **First**, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) **Second**, to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) **Third**, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 11.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(c), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon consent of a Majority in Interest of the Members, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

Section 11.04 Cancellation of Articles. Upon completion of the distribution of the assets of the Company as provided in Section 11.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Articles of Organization in the State of Michigan and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Michigan and shall take such other actions as may be necessary to terminate the Company.

Section 11.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 8.03.
Section 11.04 Recourse for Claims. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member’s Capital Account, and such Member’s share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Liquidator or any other Member.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 12.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 12.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, “Confidential Information”). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.
(b) Nothing contained in Section 12.03(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Member; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 12.03 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such Transferees agrees to be bound by the provisions of this Section 12.03 as if a Member; provided, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Member of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Member) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 12.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Member or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 12.03 shall survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the withdrawal of such Member from the Company, and (iii) such Member's Transfer of its Membership Interests.

Section 12.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in Schedule A (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04).

Section 12.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
Section 12.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 8.03(f), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 12.07 Entire Agreement. This Agreement, together with the Articles of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 12.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 12.09 No Third-party Beneficiaries. Except as provided in ARTICLE VIII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by a Majority in Interest of the Members. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement may be made by the Manager without the consent of a Majority in Interest of the Members or execution by the Members.

Section 12.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 12.01 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 12.14 hereof.
Section 12.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan.

Section 12.13 Submission to Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the State of Michigan, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Michigan. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by registered mail to the address set forth in Section 12.04 shall be effective service of process for any suit, action or proceeding brought in any such court.

Section 12.14 Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 12.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 12.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 8.02 to the contrary.

Section 12.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means
of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]
Schedule A
Pure Green, LLC
Member Schedule

Effective Date: January 1, 2018

<table>
<thead>
<tr>
<th>Member Name &amp; Address</th>
<th>Units</th>
<th>Capital Contribution</th>
<th>Membership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>1,000,000</td>
<td>$0</td>
<td>100.00%</td>
</tr>
<tr>
<td>4761 Tur Ct.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Bloomfield, MI 48323</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

The Company:
Pure Green LLC

By:___________________________
Name: Stephen Goldner
Title: Manager

The Members:

By:___________________________
Name: Stephen Goldner

12918544_3.DOC
STAFFING PLAN

Summary of Job Creation, Compensation and Budget

As discussed in detail below, we anticipate creating approximately 59 jobs at our Orion Township Cultivation Facility.

<table>
<thead>
<tr>
<th>Type of Marijuana Facility</th>
<th>Proposed Location</th>
<th>Total Jobs Per Facility</th>
<th>Expected Annual Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Facility</td>
<td>Orion Township</td>
<td>59</td>
<td>$3,750,000.00</td>
</tr>
</tbody>
</table>

We pay our cultivation facility employees a minimum hourly wage of $15. We also provide a generous benefit package that includes the following:

- Health Insurance
- Paid Holidays
- Paid Time Off
- 401K Plan with 2% Match
- Performance Incentives

Out of our 3.75MM expected annual payroll, Pure Green expects to allocate $630,000 toward benefits for all full-time employees!

We intend to source our employees first from Orion Township, then into the surrounding regional area. Our job listings will always be listed in the Orion Township area first to accumulate as many qualified candidates as possible.

Attached is a table of the proposed positions at our Orion Cultivation Facility:

<table>
<thead>
<tr>
<th>Title</th>
<th>Quantity</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Director</td>
<td>1</td>
<td>$140,000</td>
</tr>
<tr>
<td>Cultivation Manager</td>
<td>1</td>
<td>$165,000</td>
</tr>
<tr>
<td>Assistant Cultivation Manager</td>
<td>1</td>
<td>$90,000</td>
</tr>
<tr>
<td>IPM Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Fertilization Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Propagation Lead</td>
<td>1</td>
<td>$60,000</td>
</tr>
<tr>
<td>Veg Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Cultivation Agents</td>
<td>27</td>
<td>$15/hr</td>
</tr>
<tr>
<td>QC Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Post Harvest Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Packaging / Distribution Manager</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Post Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Post Harvest / Packaging Agents</td>
<td>9</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Director of Operations</td>
<td>1</td>
<td>$175,000</td>
</tr>
<tr>
<td>Shipping / Receiving / Inventory Supervisor</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Position</td>
<td>Count</td>
<td>Salary</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------</td>
<td>----------</td>
</tr>
<tr>
<td>METRC Agents</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>METRC/Compliance Manager</td>
<td>1</td>
<td>$80,000</td>
</tr>
<tr>
<td>Janitor</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>1</td>
<td>$135,000</td>
</tr>
<tr>
<td>Facilities Maintenance Manager</td>
<td>1</td>
<td>$65,000</td>
</tr>
<tr>
<td>Facilities Maintenance Assistant</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Admin/Front Desk</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Security Guard</td>
<td>1</td>
<td>$30/hr</td>
</tr>
</tbody>
</table>
10/01/2020

To Whom It May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing property coverage for Pure Green LLC at 180 Premier Drive, Orion Charter Township, MI 48359. General Liability coverage has already been secured.

Please contact me with any questions.

Thanks,

Pete Elliott

Vice President
Cell (734) 664-0472
Ph (313) 964-3750
Fax (313) 964-3850
Pete@dieboldinsurance.com

1535 6th Street | Suite 1
Detroit MI 48226
www.dieboldinsurance.com
Charter Township of Orion  
2525 Joelyn Rd., Lake Orion MI 48360  
www.oriontownship.org

ORION ORDINANCE 154 INITIAL PERMIT APPLICATION  
Ordinance 154, Licensed Marihuana Facilities Ordinance

Pursuant to the Charter Township of Orion Ordinance 154, Licensed Marihuana Facilities Ordinance, the following application is intended to collect information and documentation establishing the applicant's conformance with the ordinance. All applicants should note that the approval of a Marihuana Permit will be based upon the accuracy and completeness of the information provided. In the event applications are received in excess of the permitted number of locations within the Ordinance or two or more applicants have similar qualifications, the Charter Township of Orion reserves its right to approve a permit which in the opinion of the Township best meets its goals and safeguards as set forth in the Ordinance. No financial or other right is established by the payment of the non-refundable application fee. All applications for renewal of a permit shall be reviewed per the standards set forth in the Ordinance. The Charter Township of Orion reserves the right to approve or deny the permit based upon the failure of any applicant to establish to the satisfaction of the Township any requirement, standard or goal of the Ordinance. The applicant understands this determination may involve a subjective interpretation of the application. Any permit granted by the Township is contingent upon the State of Michigan granting a state license for the specific license applied for under this ordinance.

SECTION A- APPLICANT

1. Name of Applicant: Pure Green, LLC  
   Authorized Signer (of not an individual): Stephen Goldner  
   Address of Applicant: 2055 Crooks Rd, Suite B  
   Rochester Hills, MI 48309  
   Phone Number: 248.920.8770  
   Email Address: licensing@gloriouscanna.com  
   Sole Proprietor ☐  Partnership ☐  
   Corporation ☐  Limited Liability Company ✓  
   Other: __________________________

2. If entity is Sole Proprietor, state Owner/Proprietor's date of birth: ___________ and provide a copy of photo identification.

3. If other than Sole Proprietor, list name, address and date of birth of all owners and provide copies of photo identification and percentage of ownership.
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Stephen Golden</td>
<td>4781 Tara Ct</td>
<td>03/18/1948</td>
<td>100%</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Name and address, phone number, date of birth and photo identification of all anticipated employees of facilities not listed as owners. (This information must be provided and supplemented before any future employee not listed begins working at facility)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. If the Applicant or owner or any operator is a licensed caregiver under the Michigan Medical Marihuana Act, please list their name and address, and caregiver ID number issued by the State of Michigan. N/A

6. For any corporation or other legal entity who has a financial interest or affiliation with the requested permit, please state the following:

Name:
Name of Authorized Signer:
Address:
Interest or Affiliation:

**SECTION B- FACILITY LOCATION**

7. Name of proposed facility: **Oakland Business Park, Building B**

8. Location of proposed facility: **160 Premier Drive**

Orion Charter Township, MI 48359
9. Please provide a preliminary floor plan sketch showing the location of all facility operations within an existing building, or for new construction a site plan for the parcel. Attach as Exhibit “A”
   ☒ Document(s) attached. If not attached, why not and when is applicant expected to supplement: ________________________________

10. With respect to the location of the facility, please state with specificity the exact location, address, suite number and, if necessary, the location of the facility within a building or the parcel of land. This location should include the distance in feet from each property line.
    Attach as Exhibit “B”
    ☒ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: ________________

11. Please provide evidence of the Applicant’s property interest in the proposed location.
    Provide copies of documentation showing a legal and enforceable property interest.
    Attach as Exhibit “C”.
    ☒ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: ______________

12. Please confirm and establish that the facility is located within the Township’s Industrial Park district (“IP”); is not within 1,500 feet of a church; is not within 2,000 feet of a residence located in the R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning Districts; is not within 2500 feet of a registered school and does not have ingress or egress on a street or road that has an average traffic volume in excess of 6,000 vehicles per day as calculated and reported by Southeast Michigan Counsel of Governments. Further, please show that the facility does not have an ingress or egress on a street or road that serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning District. For each of the above criteria, please attach any and all documents which will permit the Township to calculate compliance with the Licensed Marihuana Facilities Ordinance No. 154. At a minimum, provide a map showing the facility and measured distances (building edge to building edge).
    Attach as Exhibit “D”.
    ☒ Documents attached.
    If not attached, why not and when is applicant expected to supplement: ______________

a) Is the Facility located in the Township’s IP (Industrial Park District) zoning district?

   ☒ Yes     ☐ No
b) Is the Facility more than one thousand five hundred (1,500) feet of any church in the Township?

☐ Yes    ☐ No

c) Is the Facility more than two thousand (2,000) feet of any residence located in an R-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes    ☐ No

d) Is the Facility more than two thousand five hundred (2,500) feet of any registered school within the Township.

☐ Yes    ☐ No

For 10-12 above, please provide a map showing the facility and measured distances (building Edge to building edge.)

e) Does the facility have an ingress or egress on a street or road that has an average traffic volume of six thousand (6,000) or less vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by the Southeast Michigan Council of Governments (SEMCOG) per the site semcog.org/Traffic-Counts?

☐ Yes    ☐ No

f) Does the Facility have an ingress or egress on a street or road that does not also serve as an ingress or egress to a residential road or property located in a TR-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes    ☐ No

Name of Facility ingress/egress Street or road: Premier Drive

13. Please state whether the Applicant will seek a variance from the Zoning Board of Appeals pursuant to Article 6(8) of the Orion Licensed Marihuana Facilities Ordinance No. 154.

☐ Yes    ☐ No

If variance will be sought, specify location category(s) pursuant to Art 6 (1)-(6):

__________________________________________

__________________________________________

4
For each category variance sought, state the percentage the applicant will seek: _____%
(Not to exceed 15%)

SECTION C - FACILITY REQUIREMENTS

14. When available, submit to the Township a copy of the Applicant's application for a license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs, for each facility permit requested.
   Attach as Exhibit “E”.
   □ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: ____________
   Phase 2 application with the state of Michigan requires a permit and signed attestation from the municipality.
   We expect to submit our application with the state by November 1, 2020.

15. Is consumption and/or use of marihuana prohibited at the Facility?
   □ Yes  □ No

16. Will all activity related to the Facility be done indoors?
   □ Yes  □ No

17. Will all marihuana contained within the building be in a locked Facility in accordance with the Michigan Medical Marihuana Act, MCL 333.26421 et seq., as amended (“MMMA”), the Michigan Medical Marihuana Facilities Licensing Act, MCL 333.27101, et seq., and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et seq., as amended (“MRTMA”) as amended?
   □ Yes  □ No

18. Please set forth an operations statement, plan and or outline showing that all facility activities shall occur indoors and in a building which is locked.
   Attach as Exhibit “F”
   □ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: ____________

19. Will all necessary building, electrical, plumbing and mechanical permits obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices are located?
   □ Yes  □ No
20. When available and prior to the issuance of any permit, the Applicant must submit all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire department showing compliance with the Michigan Fire Protection Code and confirmation that the storage of any chemical, herbicide, pesticide and or fertilizer has also been approved by the Orion Fire Department.
Attach as Exhibit “G”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________

21. In any portion of the structure where the storage of any chemicals such as herbicides, pesticides, and/or fertilizers, do you agree to be subject to inspection and approval by the Orion Fire Department to ensure compliance with the Michigan Fire protection Code?

☑ Yes  ☐ No

22. Will you ensure that no other uses, other than accessory uses, will be permitted within the same Facility other than those associated with cultivating, processing, transporting or testing marihuana?

☑ Yes  ☐ No

23. Please state and/or provide documentation showing the plan that all litter and waste will be properly and safely removed and will not constitute a source of contamination in areas where marihuana is exposed. Further, please include how the applicant will dispose of rubbish so as to minimize the development of odor and minimize the potential for development of waste odor and waste from becoming an attracted, harborage or breeding place for pests. Please include a detailed description of the ventilation system. Attach as Exhibit “H”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________

______________________________

a) Will litter and waste be properly removed and the operating systems for waste disposal maintained in an adequate manner so that they do not constitute a source of contamination in areas where marihuana is exposed?

X  Yes  ☐ No

b) Will floors, walls and ceilings be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair?

X  Yes  ☐ No
c) Will there be adequate screening or other protection against entry of pests, and will rubbish be disposed of so as to minimize the development of odor, minimize the potential for development of waste odor, and minimize the potential for waste becoming an attractant harborage or breeding places for pests?

X Yes □ No

d) Will all buildings, fixtures and other facilities be maintained in a sanitary condition?

X Yes □ No

e) Will each Facility center provide its occupants with adequate and readily accessible toilet facilities that will be/are maintained in a sanitary condition and in good repair?

X Yes □ No

24. Please state how the Applicant intends to avoid excessive noise, dust, vibrations, glare, fumes or odors detectable to the normal senses beyond the boundaries of the property. Attach as Exhibit "I".

☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ______________________

a) Will each Facility be operated in a manner that does not create excessive noise, dust, vibrations, glare, fumes or odors detectable to the normal senses beyond the boundaries of the property on which that Marihuana Facility will operate OPERATES or in violation of any other ordinance?

☑ Yes □ No

25. Please provide the plan and supporting documentation showing that all disposal systems for spent water and spent soil have been adequately and safely disposed of and accounted for.

Attach as Exhibit "J".

☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ______________________

26. Please provide a security and safety plan, and at a minimum showing the facilities surveillance systems and continuous monitoring systems of the entire premise as required by the ordinance.

Attach as Exhibit "K".

☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ______________________
a) Will the Facility continuously monitor the entire premises with surveillance systems that include security cameras operating 24 hours a day, 7 days a week, every day of the year, and will these recordings be maintained for a period of at least 30 days?

☑ Yes ☐ No

27. Please state and/or show the exterior signage or advertising identifying the facility.
   Attach as Exhibit "L".
   ☐ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: ________________________________
   The facility will only show the numbers associated with its address______________________________

a) Do you understand and agree that any exterior signage or advertising identifying the Facility as a marihuana facility is prohibited?

☑ Yes ☐ No

SECTION D - BUSINESS OPERATIONS AND SECURITY

28. Active business operations shall not be open outside of the hours of 7am and 9pm.

Active Hours of Operations:

<table>
<thead>
<tr>
<th></th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
</tr>
<tr>
<td>Close</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
</tr>
</tbody>
</table>

29. Will security guards be provided? If yes, how many? 1

☑ Yes ☐ No

30. Days and Hours security guards will be provided:

<table>
<thead>
<tr>
<th></th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Hrs?*</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Start</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
</tr>
<tr>
<td>Finish</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
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</tr>
</tbody>
</table>

*If any day is not 24 hrs., please enter Start and Finish times.
SECTION F- BACKGROUND

31. Have you previously operated in this Township or any other County, City, or State under a Medical or adult use Marijuana/Marihuana License or Permit?

☑ Yes     □ No

32. Have any of the previously issued licenses or permits mentioned above been revoked or suspended?

□ Yes     ☑ No

If yes, provide an explanation for the revocation/suspension below.

________________________________________________________________________
________________________________________________________________________

33. Is the Applicant or Authorized Signer currently licensed by any governmental agency to engage in any business?

☑ Yes     □ No

34. If yes to questions 31, 32, or 33, please list each such license or permit held, the city or state in which it is held, and expiration date thereof.

State of Michigan license to operate medical marihuana cultivation facilities.

________________________________________________________________________
________________________________________________________________________

35. Has the Applicant or any stakeholder been convicted or incarcerated for a felony within the past ten (10) years or ever been convicted of an illegal substance related felony?

□ Yes     ☑ No

If yes, list the associated criminal case number(s), the statute(s) violated, the date(s) of conviction, the date(s) of imposition of probation and/or parole, and the name and address of the sentencing court.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
I HEREBY CERTIFY UNDER OATH AND PENALTY OF PERJURY THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION IS COMPLETE, TRUE AND ACCURATE. I UNDERSTAND THAT ANY OMISSIONS OR INACCURATE INFORMATION OF THE APPLICANT, MY AGENTS OR EMPLOYEES WILL DISQUALIFY MY APPLICATION FROM CONSIDERATION.

Applicant’s Signature: 

[Signature]

Print Name: Stephen Goldner 
Title: Owner 

Dated: 10/26/2020 

If needed additional signatures:

Witness Signature: 

[Signature]

Print Name: Aaron Fogelman 
Title: 

Print Name: 
Title: 

Print Name: 
Title: 

Print Name: 
Title: 

10
LIST OF DOCUMENTS TO PROVIDE WITH APPLICATION

(Where applicable, an attached document(s) may satisfy more than one requested document. If so, please identify the appropriate responsive Exhibit or document in the space provided.)

Application Documents

Exhibit A & B: Floor plan or drawings to scale and elevations as required by Orion Township Ordinance No. 154 with location plan showing surrounding area as required by Ordinance.
✓ Document Attached. If not, why not: ____________________________

Exhibit C: Copy of Proof of Ownership, Purchase Agreement, Lease, or options for the site where the Marijuana Facility will be operated. (If leased, signed document by owner consenting of the lease to the site for a Marijuana Facility).
✓ Document Attached. If not, why not: ____________________________

Exhibit D: Copy of map and/or other documents in response to question 15.
✓ Document Attached. If not, why not: ____________________________

Exhibit E: Copy of the Applicant’s application for license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs.

Exhibit F: Copy of operations statement, plan and or outline showing facility activities shall occur indoors and in locked building (question 21).
✓ Document Attached. If not, why not: ____________________________

Exhibit G: Copy of all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire Department showing compliance. (question 23)
✓ Document Attached. If not, why not: ____________________________

Exhibit H: Copy of plan for litter and waste removal and detailed description of ventilation system. (question 26)
✓ Document Attached. If not, why not: ____________________________

Exhibit I: Copy of plan to avoid excessive noise, dust, vibrations, glare, fumes or odors. (question 27)
✓ Document Attached. If not, why not: ____________________________

Exhibit J: Copy of plan and supporting documents showing disposal of spent water and soil safety plan. (question 28)
✓ Document Attached. If not, why not: ____________________________

Exhibit K: Description of a security and safety plan as required in the Orion Township Ordinance No. 154 for Licensed Marijuana Facility. (question 29)
✓ Document Attached. If not, why not: ____________________________
Exhibit L: Any proposed text or graphical materials to be shown on the exterior of the proposed facility. (question 30)
☐ Document Attached. If not, why not: **Exterior will only show building numbers.**

Additional Documents

1. Copy of Articles of Incorporation or Limited Liability company or Partnership Agreement or assumed name certificate.
   ✓ Document Attached. If not, why not: ____________________________________________

2. Copy of Internal Revenue Service SS-4 EIN confirmation letter.
   ✓ Document Attached. If not, why not: ____________________________________________

3. Copy of Operating Agreement for LLC or Bylaws of Corporation of Partnership.
   ✓ Document Attached. If not, why not: ____________________________________________

4. Staffing plan.
   ☐ Document Attached. If not, why not: ____________________________________________

5. Proof of insurance showing compliance with Township Ordinance.
   ✓ Document Attached. If not, why not: ____________________________________________

6. Executed Affirmation of Stakeholder
   ✓ Document Attached. If not, why not: ____________________________________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I, Stephen Goldner, make this affirmation in support of the Application for a permit with the Charter Township of Orion for a Marihuana facility located at 180 Premier Drive, Orion Charter Township, MI.

2. I affirm that I
   a. That I am at least 21 years of age.
   b. Have never been indicted or charged with or arrested for, convicted of, plead guilty, or nolo contendere to a felony or to a controlled substance related misdemeanor.

3. I have not previously had a business license permit or registration denied or revoked or suspended by Orion Township.

4. Dated: 10/26/2020

   Stephen Goldner

   Print name: Stephen Goldner
GENERAL – OFFICE USE ONLY

1. Type of Permit Requested:
   - Class “C” Grower Facility (medical)
   - Class “C” Grower Facility (adult-use) [X]
   - Processing Center Facility (medical)
   - Processing Center Facility (adult-use)
   - Safety Compliance Facility (medical)
   - Safety Compliance Facility (adult-use)
   - Secured Transporter Facility (medical)
   - Secured Transporter Facility (adult-use)
   - Excess Grower
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: Pure Green, LLC

2. Date and Time Application accepted by Orion Township:
   - Date: 10/28/2020
   - Time: 12:00 AM

3. Initial Application shall include nonrefundable $5,000 application fee and $5,000 annual permit fee. ($10,000.00 total) The annual permit fee is refundable if permit is denied. The annual renewal fee will be in the amount set by resolution of the Township Board of Trustees in its schedule of fees.
   - □ $5,000.00 Non-Refundable Initial Application Fee paid on: 10/28/2020
   - □ $5,000.00 Annual Permit Fee paid on: ________________________

   Optional Inspections –To be Completed by Orion Township Clerks Office

   Building Department Inspection Date: ________________ Signed by: ________________
   Police Department Inspection Date: ________________ Signed by: ________________
   Fire Department Inspection Date: ________________ Signed by: ________________
A. & B. Facility Floor Plan
C. Lease Agreement
COMMERCIAL LEASE

This lease (the Lease), is entered into on November 1, 2020, between Premier Drive Tycoon I, LLC, with an address at 1615 S Telegraph Rd, Bloomfield Hills, MI (Landlord), and Pure Green, LLC, (Tenant) on the terms and conditions listed below.

1. Description of the Premises. Landlord owns the real property, improvements and any and all structures thereon located at 180 Premier Drive, Orion Township, MI 48359 ("Premises"), consisting of approx. 72,000 square feet. Tenant shall have the right to use the Premises to conduct its daily business operations and for any ancillary or related purposes including the operation of a marijuana business.

2. Basic Lease Provisions. The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

(a) Term: 10 years (See §3)
(b) Commencement Date: November 1, 2020 (See §3)
(c) Termination date: October 31, 2030 (See §3)
(d) Options: 1 option to renew for additional 10 years (See §3)
(e) Monthly installment amount: $75,000 or $12.50 per square foot; (See §4)
(f) Security deposit: $75,000.00 (See §5)
(g) Use: Tenant’s desired business operation (See §10)

3. Term. This Lease shall be for a term stated in section 2(a) commencing on the date stated in section 2(b) (the Commencement Date) and terminating on the date stated in section 2(c). The rent for the first month shall be prorated from date of occupancy, if the date of occupancy is after the first day of the month. Each succeeding lease year shall begin on the anniversary of the same date and continue until the termination of the Lease.

Provided that Tenant is not in default under this Lease at the end of the then current Lease term, Tenant shall have the right to renew the term of this Lease for the option period stated in section 2(d) by giving Landlord written notice of Tenant’s intent to renew the Lease at least 120 days before the expiration of the then current term. The renewal shall be on the same terms and conditions as in this Lease, except that the minimum rent for each renewal term shall be increased by a percentage equal to the percentage increase in the Consumers Price Index (Bureau of Labor Statistics Washington, D.C., all Cities) (CPI) during the preceding term. The percentage increase shall be determined by comparing the latest available CPI before the Commencement Date of the Lease or the prior term, whichever shall apply, and the latest available CPI on or before the expiration of the immediately preceding initial or renewal lease term. The word “term” as used in this Lease shall include any renewal term.

4. Minimum Rent. Tenant shall pay to Landlord as rent the sum stated in section 2(e), payable in monthly installments due in advance, on the first day of each month during the term of this Lease. All rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset.

If Tenant shall fail to pay any amount due from it to Landlord under this Lease when that amount shall be due, a one-time late charge of $50.00 shall be assessed and thereafter the amount of rent not paid shall be subject to a service charge until that amount is paid at the lesser of the rate of 5% per month or the highest rate permitted by law.

1
5. Security deposit. Tenant, contemporaneously with the execution of this Lease, has deposited with
Landlord the sum stated in section 2(f) as a security deposit. The deposit shall be held by Landlord,
without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants,
and conditions of this Lease to be kept and performed by Tenant during the term of this Lease.

If Tenant fails to keep and perform any of its covenants of this Lease, Landlord at its option may
appropriate and apply the entire deposit, or so much as may be necessary, to compensate Landlord for
loss or damage sustained by Landlord due to Tenant’s breach. If the entire deposit or any portion is
appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to
Landlord by Tenant, Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a
sufficient amount in cash to restore the security to the original sum deposited. Tenant’s failure to do so
within 5 days after receipt of demand shall constitute a breach of this Lease.

6. Taxes. Tenant shall pay or cause to be paid all real property taxes and special assessments levied
against the Building including the Premises. Tenant shall pay all personal property taxes assessed against
any personal property owned by Tenant on the Premises.

7. Maintenance and repair. Tenant shall maintain and repair and keep the Premises in good condition
and repair, including the exterior windows and the electrical system. Landlord shall, at tenants expense,
make all other repairs and replacements to the Building, including those of a structural or capital nature.
Landlord shall, at tenants expense, enter into an annual maintenance contract with a licensed heating and
mechanical firm for the maintenance of the heating and air conditioning equipment during the term.
Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the
need for the repair, and only if the repair was not caused by the negligence or willful act of Tenant, its
agents, employees, invitees, or licensees.

Tenant shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and
clean condition. Tenant shall be responsible for all repairs or replacements to the Building occasioned by
the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

8. Utilities. Tenant shall have all utilities servicing the Premises metered in its own name and shall pay all
charges and deposits for the utilities provided to or used in the Premises during the term of this Lease.
Tenant shall also pay 100% of the water and sewer bill. Landlord shall not be liable in damages should
the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or
disagreement, the making of any necessary repairs or improvements, or any other causes beyond the
reasonable control of Landlord.

9. Liability insurance. Tenant shall indemnify Landlord and save Landlord harmless from any liability
or claim for damages that may be asserted against Landlord by reason of any accident or casualty
occurring on or about the Premises. Tenant shall, at its own cost and expense, obtain and keep in force a
policy or policies of public liability insurance with an insurance company approved by Landlord, with
liability coverage of an amount as recommended by Landlord’s insurance agent that, for the initial
coverage, shall be not less than $1 million for injury or death to any one person, $3 million for injury or
death to more than one person, and $500,000 regarding damage to property. Tenant shall furnish Landlord
with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and
providing that Landlord shall be notified in writing at least 30 days before cancellation of any material
change in or renewal of the policy. All insurance policies shall name Landlord and any persons
designated by Landlord as insured parties.

Any insurance maintained by either party pursuant to this section or under this Lease shall contain a
clause or endorsement under which the insurer waives all rights of subrogation against the other party, its agents or employees, regarding losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be at Tenant's sole risk.

10. Use. Tenant shall use and occupy the Premises for the purpose stated in section 2(g) and for no other purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any State law, local ordinance, rule or regulation adopted or imposed by the City in which the Premises is situated. Tenant shall not deface or injure the Premises or the Building, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants in the Building, or permit any activity in the Premises that will result in an increase of any premium, or cancellation of a policy, for insurance on the Premises or the Building.

11. Construction of leasehold improvements. Landlord grants Tenant express consent to construct certain leasehold improvements as may be required for Tenant’s use. The cost of Tenant’s leasehold improvements shall be paid for by Tenant. The improvements shall be constructed in a good and workmanlike manner.

12. Operations. Tenant’s operations in conjunction with the Premises shall meet the requirements set forth below.

a. Tenant shall keep all garbage and refuse in the kind of container specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at Tenant’s cost. Tenant shall pay the cost of removal of any of Tenant’s refuse or rubbish.

b. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in any pipes and fixtures.

c. Tenant shall keep the outside areas immediately adjoining the Premises clean and free from dirt and rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in those areas. Tenant shall water and maintain any flowers, shrubs, and trees located immediately adjoining the Premises.

d. Tenant shall only store and/or stock in the Premises goods, wares, and merchandise that Tenant intends to offer for sale at retail.

e. Tenant shall conduct its business in the Premises in a dignified manner and in accordance with high standards of store operation.

13. Restrictions on Tenant’s activities. Without Landlord’s written consent, Tenant shall not engage in the activities listed below.

a. Tenant shall not operate all or any part of its business in the Premises in any manner that is inconsistent with its intended use of the Premises.

b. Tenant shall not conduct any auction, fire, going-out-of-business, or bankruptcy sales in the Premises.

c. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machines or similar devices for the sale of goods, wares, merchandise, food, beverages, or service.
including, without limitation, pay telephones, pay lockers, scale, and amusement devices without Landlord's prior written consent.

d. Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas of the Building, nor shall Tenant or its employees or agents distribute any handbills or other advertising matter in or on automobiles parked in the parking area or in other common areas without Landlord's prior written consent.

e. Tenant and its employees and agents shall not park any vehicle on the Building land except in areas that are designated by Landlord for that use.

14. Assignment and subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the prior written consent of Landlord. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease. Landlord's right to assign this Lease is and shall remain unqualified. On any transfer of Landlord's interest in the Premises in which the purchaser assumes all obligations under this Lease, Landlord shall be free of all obligations of Landlord under this Lease and shall not be subject to any liability resulting from any act or omission or event occurring after the conveyance. Tenant agrees to recognize the transferee as Landlord, and Tenant further agrees, at Landlord's request, to execute and deliver such documents and estoppel letters as Landlord may request to assist in that transfer.

15. Estoppel letter. On not less than 10 days' prior written notice from Landlord, Tenant shall sign and deliver to Landlord an estoppel letter that

a. certifies that this Lease is unmodified and in full force and effect (or, if modified, states the nature of the modification and certifies that this Lease, as so modified, is in full force and effect);

b. acknowledges that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying the default if any are claimed;

c. certifies the date to which all forms of rent have been paid; and

d. certifies the amount, if any, of the security deposit paid to Landlord.

Tenant's failure to deliver such an estoppel letter within the 10 days shall be conclusive on Tenant that

a. this Lease is in full force and effect, without modification except as may be represented by Landlord;

b. there are no uncured defaults in Landlord's performance;

c. not more than one month's rent has been paid in advance; and

d. no security deposit has been paid except as may be represented by Landlord.

16. Acceptance of Premises. The occupancy by Tenant of the Premises shall constitute an acknowledgment by Tenant that the Premises are then in the condition called for by this Lease.

17. Damage or destruction. If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable,
the same shall be repaired as promptly as possible with the insurance proceeds unless this Lease is terminated. In the event of damage or destruction, if this Lease is not terminated, the rent shall be abated proportionately to the loss of use suffered by Tenant.

If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other casualty, and the cost of restoring the Premises to its condition prior to the damage shall equal or exceed 40 percent of its fair replacement value immediately prior to the damage, or if the Premises are damaged by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by giving Tenant written notice of its election to do so within 15 days after the date on which the damage occurs. On the giving of notice, the Lease shall terminate as of the date on which damage occurred and the rent shall be adjusted to that date. In default of notice by Landlord, this Lease shall continue and Landlord shall cause the Premises to be repaired or restored with due diligence.

18. Condemnation. If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, the term of this Lease shall cease on that part to be taken from the day the possession is acquired by the public authority and the rent shall be paid up to that date. If the portion of the Premises taken substantially impairs the usefulness of the Premises for the purpose for which the Premises were leased, Tenant shall have the right either to terminate this Lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this Lease except that the rentals shall be reduced in proportion to the amount of the Premises taken, and in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded for the taking shall belong to and be the property of Landlord.

19. Alterations and signage. No improvements, alterations, additions, or physical changes shall be made on the Premises by Tenant without the prior written consent of Landlord.

Tenant agrees that it will not place or maintain on any exterior door, wall, or window of the Premises any signs, awning or canopy, or advertising matter, or other thing of any kind and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises that is not in conformity with all applicable governmental rules and regulations and the rules and regulations of the Building as set forth by Landlord and further, without first obtaining Landlord’s prior written approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter, or other thing as may be approved in good condition and repair at all times. Tenant further acknowledges that Landlord may, at its option, regulate the lettering size, style, and color of Tenant’s sign so that all signs in the Building are of a like size, color, style of lettering, and like material. Tenant agrees that it will conform its sign to that as regulated by Landlord for the general use in the Building, regardless of how and in what manner Tenant normally designs its name for use in its sign and further regardless of whether or not Tenant uses the form and style of its sign as a trademark.

All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant shall be the property of Landlord and shall remain on and be surrendered with the Premises at the termination of the Lease; provided, however, that Landlord may require that Tenant remove the alterations and improvements and repair any damages to the Premises caused by the removal.

20. Remedies and default. If Tenant shall default in the payment of any sums to Landlord when due and shall not cure such default within 7 days; or if Tenant shall default in the performance of any other covenant or condition of the Lease and shall not cure such other default within 30 days after written notice from Landlord specifying the default; or if Tenant or its agent shall falsify any report to be furnished to Landlord pursuant to the terms of this Lease; or in case Tenant shall be adjudicated a bankrupt or make any assignment for the benefit of creditors; then, in any such event, Landlord may
either (a) accelerate the full balance of the rental payable for the remainder of the term and sue for such sums or Landlord may terminate this Lease or (b) reenter the Premises, without terminating this Lease, and dispossess Tenant or any other occupant of the Premises and remove Tenant's effects and relet the same for the account of Tenant for such rent and on such terms as shall be satisfactory to Landlord, crediting the proceeds, first to the costs and expense of reentry, alterations and additions, and the expense of reletting, and then to the unpaid rent and the other amounts due during the remainder of the term. Tenant shall remain liable to Landlord for any unpaid balance.

In case suit shall be brought for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

21. Access to Premises. Landlord shall have the right to enter on the Premises at all reasonable hours to inspect and for access to the Premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises.

22. Rules and regulations. Landlord reserves the right to adopt from time to time rules and regulations for the operation of the Building that are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all rules and regulations. Any such rules shall not dictate the days or time of business operation.

23. Waiver. The failure of Landlord to insist on a strict performance of any of the terms, covenants, or conditions of this Lease or rules and regulations of the Building shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions or rules and regulations. This Lease may not be changed, modified, or discharged orally.

24. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth above or to such other address as either party may furnish in writing during the term of this Lease.

25. Quiet enjoyment. Landlord covenants and agrees with Tenant, its successors, and assigns that on Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, have, occupy, possess, and enjoy the Premises for the full term of this Lease.

26. Subordination to mortgage. Any mortgage now or hereafter placed on the Premises shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination including, if requested, an estoppel letter as set forth in section 15. If Tenant fails to supply the estoppel letter, the provisions in section 15 to cover that failure shall apply. Notwithstanding the foregoing, Tenant's possession of the Premises under this Lease shall not be disturbed by any mortgagee, owner, or holder of note secured by a mortgage placed on the Premises, unless Tenant shall breach any of the provisions of this Lease and the lease term of Tenant's right to possession shall have been lawfully terminated in accordance with the provisions of this Lease.
27. Building revisions by Landlord. Landlord reserves the absolute right at any time and from time to time to make changes or revisions in the Building, including such changes to the parking lot, driveways, signs, and sidewalks, by making additions to, subtractions from, or rearrangements of the improvements in the Building, as long as the revisions do not materially affect Tenant's use of the Premises.

28. Holding over. If Tenant remains in possession of the Premises after the expiration or termination of the Lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to month-to-month tenancy, except that the rent shall increase to 2 times the rent owing at the end of the lease term. The month-to-month tenancy shall be cancelable by either party on 30 days' written notice to the other.

29. Recording. Tenant shall not record this Lease without the written consent of Landlord; however, on the request of either party the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall describe the parties, the Premises, and the term of this Lease and shall incorporate this Lease by reference.

30. Captions and headings. The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

31. Applicable law. This Lease shall be construed under the laws of the state of Michigan. Venue for any disputes under this agreement shall lie in Oakland, Michigan. If any provision of this Lease or the application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

32. Successors. This Lease and the covenants and conditions shall inure to the benefit of and be binding on Landlord, its successors, and assigns and shall be binding on Tenant and permitted assigns of Tenant.

33. Effective date. The parties have caused this agreement to be signed and shall be effective as of the day and year first above written.

(signature page to follow)
IN WITNESS WHEREOF, the parties have respectively signed and sealed this Lease as of the day and year first above written.

LANDLORD
Premier Drive Tycoon I, LLC
Signature: [Signature]
Name: Daryl Heller
Title: Owner

TENANT
Pure Green, LLC
Signature: [Signature]
Name: Stephen Goldner
Title: CEO
D. Zoning Survey
F. Operations Plan
PURE GREEN, LLC
Business & Operations Plan

PREAMBLE:
Pure Green, LLC ("Applicant") will strictly comply at all times with applicable state law and local ordinance codes, including rules and emergency rules that may, from time to time, be promulgated by the state or Orion Township. All business activities will take place indoors in a locked facility. Applicant has retained a law firm with established expertise in Michigan marihuana law to ensure continuing education and compliance with the laws as they evolve. The statements made in this application are made with a clear and thorough understanding of state and local requirements as they exist on the date of application, but the operations of Applicant will be amended to comply with all future derivations of the state and municipal laws.

I. OVERVIEW
Applicant is a Michigan limited liability company formed to operate twenty four (24) commercial marihuana GROWER (Class C) facilities whose primary mission is to provide a source of high-quality marihuana to processors and provisioning centers across the state of Michigan.

II. ADMINISTRATION
A. Location & Zoning
   i. Buffers
      a. The distances described are measured horizontally between the nearest property lines.

      b. The facility is not within 1,000 feet of any educational institution or school, college or university, church, house of worship or other religious facility, licensed child care, preschool, public library, or public or private park.

      ii. Applicant is leasing the property pursuant to the attached lease and the owner/lessor of the property authorizes the use of the property as a marihuana facility in the lease agreement, which is attached.

B. Organizational Structure
   i. Pure Green, LLC ("Company") is organized as a Michigan limited liability company and is in good standing.

   ii. The members, owners, directors, officers, and managers of the Company are:
        Stephen Goldner, Member-Manager
        4761 Tara Ct.,
        West Bloomfield, MI 48323
There are no other named officers or employees of the Company at this time, and Applicant will supplement its application and notify the municipality if and when this changes.

iii. The members, owners, directors, officers, and managers of Applicant meet all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

a. No member, owner, director, officer, manager or any person having an ownership interest in the application has an interest in a secure transport facility license or a safety compliance facility license.

b. The Applicant meets all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance

iv. The Applicant has never applied for been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked or not renewed.

C. Permits & Licenses

i. This Business and Operations Plan is submitted as an addendum to the applications for Ten Orion Township permits to operate a business and the Orion Township special use/site plan application.

ii. All operations in this Business and Operations Plan will comply with regulations issued by the Department of Licensing and Regulatory Affairs (LARA).

iii. Applicant intends to apply for, obtain, operate, and comply with a state license to operate a grower facility under the MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MRTMA and all applicable permits and licenses from Orion Township.

v. Upon granting of a permit to operate a grower facility, Applicant will prominently display the original Orion Township permit at the Permitted Premises in a location where it can be easily viewed by the public, law enforcement, and administrative authorities.

vi. At all times the facility will hold a valid local Permit and State Commercial Marihuana Facility License for a Grower.

vii. In addition to complying with the Orion Township Ordinance Authorizing and Permitting Commercial Marihuana Facilities, Applicant will comply with all Township Ordinances, including without limitation, the Township Zoning Ordinance, as well as the requirements of the County Road Commission, County
Building Inspector, County Drain Commissioner, District Health Department, Soil Erosion Officer, County Conservation Service, areas fire departments, Michigan Department of Natural Resources, Michigan Department of Environmental Quality, and any other applicable township, county, state and federal statutes.

viii. Applicant will have available, at all times, documentation that local and State sales tax requirements, including any requirement for a license, are satisfied.

ix. Applicant will provide updated operational and security plans to Orion Township upon request and prior to any proposed changes in its operations.

D. Inspections
i. Applicant will provide access to the facility for inspection to any federal, state, or local law enforcement officer to ensure compliance with the permit.

ii. Applicant consents to inspections as required in the MMFLA and pursuant to the Orion Township ordinance.

III. OPERATIONS
Applicant proposes ten (10) state-licenses in a single marihuana grower facility for the cultivation, drying, trimming, curing, and packaging of marihuana for sale to a processor or provisioning center pursuant to the requirements and restrictions of the Marihuana Facilities Licensing Act, PA 281 of 2016, and all future derivations thereof. This facility will be located in a secure industrial facility.

A. Compliance with State Regulations
Applicant will meet all operating regulations established by LARA and the Marihuana Licensing Board for Growers, including without limitation, any standards, procedures, and requirements for:

i. quality control
ii. chain of custody
iii. marihuana storage
iv. waste disposal
v. labeling and packaging
vi. storage of chemicals

B. Description of the Facility
Applicant's facility will be used exclusively for the cultivation, drying, trimming, curing, and packaging of legal usable marihuana for sale to processors or provisioning centers.

C. Entry to Facility
Generally, the public will not be allowed entry to the facility. Notwithstanding the forgoing, Applicant will not allow entry to the facility to anyone under the age of 18.
D. Employees
Applicant anticipates having between fifteen (15) and (65) full and part-time employees, as many as possible of whom will be local community residents. None of Applicant’s employees will be registered primary caregivers during the employment with Applicant. Please reference the staffing plan for a detailed list of potential positions.

E. General Policies
i. Applicant will only sell or transfer marihuana to a processor or provisioning center.

ii. Applicant will only use secure transporters in the distribution or exchange of marihuana or currency with processors or provisioning centers.

iii. Applicant will not promote the unlawful use of marihuana or any other drug or provide or otherwise make marihuana available to any person who is not legally authorized to receive Marihuana under state law.

iv. No owner, the Applicant, or any employee of Applicant will grow marihuana in the Permitted Premises for his or her own use.

v. The following activities are prohibited on the Permitted Premises:
   a. the sale, consumption, or use of alcohol, or controlled substances;
   b. smoking or consumption of marihuana.

F. Cultivation Plan
i. Propagation
   a. Lighting
   b. Watering
   c. Nutrient Application
   d. Integrated Pesticide Management

ii. Harvesting and Trimming

iii. Drying and Curing

iv. Packaging

v. Distribution
   a. All marihuana products will be validated from a verified transport manifest, created from the statewide monitoring system. The manifest includes a detailed form with the number of packages and detailed content for confirmation/validation with secure transporters and purchasers of the shipment (processors or provisioning centers).
   b. Each transport shipment will be processed in the following manner:
      1. Entry of shipped inventory into the statewide monitoring system.
      2. Confirmation with Secure Transporter of valid and verified transport manifest, including product count, weight of each package or item
c. State certified scales will be used to verify and weigh all marihuana, in whatever form.

G. Inventory Management

i. Applicant will not control or have on the Permitted Property an amount of marihuana plants or usable marihuana that exceeds any amount permitted by the state License or the Township permit.

ii. Tracking and Monitoring

Applicant will use a third-party inventory control and tracking system to interface with the statewide monitoring system. The third-party inventory control and tracking system will have the capabilities necessary to comply with the requirements applicable to a grower licensee:

a. Track all marihuana plants and packages;
b. Track lot and batch information throughout the entire chain of custody;
c. Track transportation of product;
d. Track marihuana waste;
e. Track all marihuana product transfers;
f. Track sales and returns;
g. Track marihuana plant, batch, and product destruction;
h. Perform batch recall tracking;
i. Report and track loss, theft, or diversion of marihuana products;
j. Receive testing results electronically from a safety compliance facility;
k. Provide access to state agencies and law enforcement as required;
l. Report all inventory discrepancies.

iii. Applicant will enter all transactions, current inventory, and other information into the statewide monitoring system as required by the MMFLA, the Marihuana Tracking Act, and any associated regulations.

iv. Inventory reconciliation - At the end of each day, physical inventory counts will be reconciled with the third-party inventory control and tracking system.

v. Returns

H. Quality Control

i. Sampling (by Licensed Safety Compliance Facility)

ii. Batch Testing (by Licensed Safety Compliance Facility)

iii. Transport to Safety Compliance Facility (by Secured Transporter)

I. Signage and Advertising
i. Applicant has no proposed signage at this time, but will amend this plan accordingly and provide the township with its sign permit application if and when it does wish to propose signage.

ii. Applicant will not display pictures, photographs, drawings or other depictions of Marihuana or Marihuana Paraphernalia on the outside of the Permitted Premises, nor will such pictures, photographs, drawings, or other depictions of Marihuana or Marihuana Paraphernalia be visible outside of the Permitted Premises on the Permitted Property.

iii. The words "Marihuana," "or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana will not appear on the outside of the Permitted Premises, nor will "Marihuana," "or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana be visible outside of the Permitted Premises on the Permitted Property.

J. Visibility of activities
   i. All activities of the facility, including without limitation, the cultivation, harvesting, trimming, drying, curing and packaging of Marihuana, and all other related activity permitted under Applicant’s License or Permit will occur indoors.

ii. No marihuana or paraphernalia shall be displayed or kept in the facility so as to be visible from outside the Permitted Premises.

K. Security
   i. Plan
      Applicant will maintain, at all times, a centrally-monitored security and alarm system on the premises that meets or exceeds state regulatory requirement. Applicant will maintain policies and procedures to include:

      a. Regular drills of the security protocols and emergency plans;
      b. Controlled and restricted access to the Permitted Property and Permitted Premises to employees, agents, and owners of Applicant, and law enforcement or state or local authorities as necessary to ensure Applicant’s compliance with state and local laws.
      c. Internal and external cameras with 24-hour monitoring and off-site recording;
      d. Installed panic buttons
      e. Limitations on the amount of currency and marihuana stored onsite;
      f. Cooperation and coordination with local law enforcement;
      g. Permitted premises will only be able to be accessed through a combination of security locks and access codes; and
      h. The ability to remain operational during a power outage with battery back-up.

   ii. Security Surveillance Cameras
Security surveillance cameras will be installed to monitor all entrances, along with the interior and exterior of the premises, which will capture all areas of the property unless otherwise prohibited by law, including unobstructed video surveillance of all enclosed areas, unless prohibited by law, including all points of entry and exit that shall be appropriate for the normal lighting conditions of the area under surveillance.

iii. Security Recordings and Documentation
   a. All security recordings and documentation will be preserved for at least 30 days and made available upon request by any law enforcement.

iv. Robbery and Burglary Alarm System
   Applicant will employ an alarm system that meets state requirements and obtains state approval. Specifically,
   a. Applicant will employ a centrally alarmed and monitored security system that will be monitored 24 hours a day, 7 days a week for the Permitted Premises pursuant to the attached service agreement.
   b. There will be a perimeter alarm on all entry points and perimeter windows of the Permitted Premises.
   c. A failure notification system will provide an audible, text, or visual notification of any failure in the surveillance system. A panic button and alarm will directly notify the local law enforcement agency having primary jurisdiction.

v. Storage of Marihuana and Currency
   a. Applicant will store usable marihuana that is not otherwise in the process of being dried, trimmed, cured, packaged, or distributed including packaged and un-packaged usable marihuana, and currency in a secured locked safe that is permanently affixed to the premises.

L. Ventilation Plan/Air Filtration System
   i. Applicant’s facility operation and design will provide sufficient measures and means to minimize any impact to adjacent uses, including the control of odor by maintaining and operating an air filtration system so that no odor is detectable outside the Permitted Premises.

   ii. Applicant’s equipment and methods to control odor include a comprehensive air filtration system, consisting of
       a. Activated Carbon Filters.
       b. Heavy Duty Ventilation Fans.

   iv. Details and specifications of the equipment used for Applicant’s ventilation and air filtration plan are attached.
v. The total enclosed space in which harvested marihuana will be stored amounts to approximately 300 sq. feet. Applicant will use an advanced filtration system rated appropriately for the area.

vi. The air filtration system will be maintained in working order at all times and will be in use at all times. Filters will be changed a minimum of once every 365 days.

vii. In addition to the use of an air filtration system, Applicant will mitigate odors by keeping doors and windows closed at all times, except the minimum amount of time needed to allow ingress and egress to the building.

M. Toxic/Flammable/Hazardous Materials
   i. Applicant’s use of toxic, flammable, or other harmful, hazardous, or combustible materials will be limited to plant nutrients and pesticides and cleaning products. The facility may use the following nutrients and pesticides:

   a. CocoTech Bloom A
   b. CocoTech Grow A
   c. CocoTech Premier Nutrient
   d. FloraBloom Nutrient System
   e. FloraGrow Nutrient System
   f. Golden Tree Plant Food.
   g. Nutra Green 5-10-5 plus Micronutrients Foliar Spray
   h. Diatomaceous Earth
   i. Neem Oil
   j. PyGanic Pro Pyrpermthrin 5% MGK Micide

   ii. The facility may use the following commercial cleaning products, along with the following household products: materials regulated by government agencies:

   a. Ultra Dawn Lemon Dish Soap
   b. Nature’s Source Toilet Bowl Cleaner
   c. Fantastik Antibacterial Heavy Duty All Purpose Cleaner
   d. Windex Original Glass Cleaner
   e. Novo Foaming Instant Hand Sanitizer
   f. QuickSan Food Contact and Surface Sanitizer

   iii. The materials will be stored in secured and ventilated cabinets. All combustible or reactive materials will be stored separately.

   iv. Materials will be handled, stored, and disposed according to specifications in each Material Safety Data Sheet.

   v. Material Safety Data Sheets are attached. (Exhibit “4”).
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA
and applicable local ordinance guidelines to prevent the waste marihuana from being
possessed or ingested by any person and animal.

i. Applicant's current, preliminary waste disposal plan consists of shredding and
grinding damaged and unusable plants, roots, seeds, stalks and harvested
marihuana and mixing it with one of several lawful over-the-counter products,
such as sawdust or cat litter to render it unusable, unrecognizable, and
unpalatable, and then discarding in secured bags as part of its solid waste
disposal.

ii. The State of Michigan’s Marihuana Licensing Board may require or suggest as
a part of its regulations, expected sometime in November, one or more alternative
waste disposal options including, but not limited to, waste disposal through the
secured transporter system, waste mitigation through THC extraction methods
(rendering the marihuana waste product inert) or some other method. Applicant
warrants that it will comply with all state and local requirements as to waste
disposal, but further commits to its current preliminary plan to render all
marihuana waste unrecognizable, unusable and inaccessible regardless of state or
local requirements.

IV. COMMUNITY RESPONSIBILITY AND CONCLUSION
Although marihuana has been used as a medicine across the globe for hundreds of years, its
commercial production and sale is new to us, this state, and your community. We appreciate the
opportunity to show Orion Township that Marihuana can be safe and accessible to a community
while providing jobs and local economic growth. We look forward to being productive and
responsible community partners, and will work with the Township toward that goal.
G. Township Permits & Compliance
**Charter Township of Orion**

2325 Jostyn Rd  
Lake Orion, MI 48360  
PH 248.391.0304 Ext 6000

**BUILDING DEPARTMENT**

**Mechanical**  
**PM20-0156**

**SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE**

http://AccessMyGov.com

**Type of Construction:**  
**Occupancy Group:**  
**Edition of Code:** 2015 MMC

<table>
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<th>APPLICANT</th>
<th>OWNER</th>
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</table>
| 180 PREMIER DR  
O-09-35-477-001  
Lot: MOLLCONE, JAMES P  
14445 BARBER  
WARREN MI 48093  
Zoning: IV | | PREMIER DRIVE LLC  
919 N MARKET ST STE 950  
WILMINGTON DE 19801-3036 |

**Work Description:** Building B  
Heat <250,000 (5), Heat >251 (26), Ducts (3), A/C (3), each additional ton (286), unit heater (25) and registration

**Stipulations:**

**Estimated Cost:** $0.00

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<th>Fee Basis</th>
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**Fee Total:** $6,875.00

**Inspector:**  
**BRIAN CLAYCOMB**  
(248) 830 9005  
mechinspector@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

**PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.**

**POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET**  
**NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT**
Charter Township of Orion

2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

BUILDING DEPARTMENT

SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE
http://AccessMyGov.com


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<tr>
<td>180 PREMIER DR  Lot: BRIVAR CONSTRUCTION COMPANY</td>
<td>7258 KENSINGTON ROAD BRIGHTON MI 48116</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
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Work Description: Interior build out of existing "Building B" shell for operation as a grow and cultivation facility

Stipulations:

Estimated Cost: $6000000.00

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Fee Total: $0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURING BY ORDER OF THE ORION FIRE DEPARTMENT
**Charter Township of Orion**

**Building Department**

2525 Jostyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

**SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE**

http://AccessMyGov.com

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**Type of Construction:** Electrical  **Occupancy Group:** PE20-109  **Edition of Code:** 2018 NEC

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<td>PREMIER DRIVE LLC</td>
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**Work Description:** Wiring grow facility

**Stipulations:**

**Estimated Cost:** $0.00

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<th>Fee Basis</th>
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**Fee Total:** 0.00

---

**Inspector:**

BILL HYDER
(248) 866 3373
elecinspector@oriontownship.org

---

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

Payment of Permit Fee constitutes acceptance of the above terms.

---

**POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET**

**NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT**
Charter Township of Orion

2325 Joslyn Rd, Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

BUILDING DEPARTMENT

FIRE SUPPRESSION

PFS20-021

SCHEDULE INSPECTION

Please call the
Fire Department
248-978-5143

Type of Construction: ____________________ Occupancy Group: __________ Edition of Code: ____________________

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
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<tr>
<td>180 PREMIER DR</td>
<td>EDWARD BARRY</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>1111 Oakley Park Rd STE 201</td>
<td>919 N MARKET ST STE 950</td>
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<tr>
<td>Plat/Sub:</td>
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<td>WILMINGTON DE 19801-3036</td>
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Zoning: IV

Work Description: Building B
Fire Suppression

Please contact Jeff Williams to schedule your inspection

Stipulations:

Estimated Cost: $0 00

Inspector:
Jeffrey Williams
jwiliams@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
**Charter Township of Orion**

2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

**BUILDING DEPARTMENT**

<table>
<thead>
<tr>
<th>Plumbing</th>
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**SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE**

http://AccessMyGov.com

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**Work Description:** Underground plumbing for grow rooms and sanitary lines for new bathroom group, hot and cold city water.

**Stipulations:**

**Estimated Cost:** $0.00

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<th>Work Type</th>
<th>Fee Basis</th>
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**Fee Total:** 0.00

**Inspector:**

TOM KATICH  
(248) 343 2012  
plmbinspector@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 110 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable codes.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

**PAYMENT OF PERMIT FEE Constitutes acceptance of the above terms.**
H. Litter & Waste Removal Plan
Litter & Waste Removal Plan

All biological waste product will be rendered unrecognizable by grinding it in an industrial grinder and combining it with other non-consumable solid waste, including the media in which we cultivate plants, Rockwool. The inclusion of inert material renders the combined solid waste unusable. All waste will be stored in a locked dumpster that is emptied at minimum once per week.

The company intends to employ particulate filtration in areas where waste is stored and processed, which minimizes potential exposure and impact to the outside environment. The facility, which is designed around large water chillers, is designed to circulate air rather than ventilating it. This process helps to avoid excess exposure of odors to the surrounding community.
1. Noise, Dust, Vibrations, Glare & Fumes Plan
Noise, Dust, Vibrations, Glare, Fumes or Odors Plan

Excessive Noise, Dust, Vibrations, Glare and Marijuana odors emanating from our facilities are a valid concern for the community and our neighbors. This plan details the measures deployed to ensure that minimal noise, dust, vibration, glare, fume or offensive odor is emitted from the facility, the response if it occurs, and that the measures remain effective over time.

This plan is our commitment to the Orion Township that we will be in compliance with regulations of the city and the administrative rules and that we will not operate in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property.

We will not vent noxious dust, odors, gases or fumes to surrounding areas.

We will mitigate dust and noxious odors by engaging in the following activities:

1. Adequate design measures to seal the building;
2. Utilizing a heating, ventilation, and cooling (HVAC) System designed to move an appropriate amount of air (cfm) throughout the facility to disperse odors;
3. Using industry leading MERV-13 HEPA filters in addition to FILTR, Blue Zone & Puradigm units in each room throughout the facility.

I. DESIGN MEASURES TO SEAL THE BUILDING

We intend to renovate our building in a manner that focuses on effectively sealing all interior rooms and exterior access points. Each room is enclosed in 12" interlocking insulated panels which are designed to form an airtight seal. For additional protection, butyl caulk is applied at each joint to accommodate any flaws in the panels.

Caulk is also applied to seal any openings into the panels, including plug outlets, doorways, sprinklers, and anything else that could allow air flow. Our doors are fiberglass, weather stripped and employ a drop seal to press additional weather stripping against the floor when closed to maximize the seal all the way around.

II. MERV-13 HEPA FILTRATION SYSTEM

The purification of air throughout our facility is a top priority for both the health of the plants and the environment we subject our employees and the local community to. In an effort to target and reduce contamination, mold, bacteria, odor, dust, and fumes, we employ a variety of filtration systems in all rooms where marihuana plants are grown.

Each room will utilize clean room grade HEPA filtration units filtering down to 0.01μm and providing up to 5 complete air changes per hour. These units also utilize a carbon filter which focuses directly on the removal of smells and volatile organic compounds.

In addition to the HEPA filters, each room will have Puradigm units to help reduce airborne and surface contaminates, and Agrify Bluezone UV filtration units, known to destroy 99.9%+ of both bacteria and mold. Both of these systems aid in odor elimination and containment.
As filters age, they become clogged with impurities, and ultimately less effective. As such, we will develop a maintenance schedule to inspect the filtration units regularly and to replace them per the manufacturer’s recommendation or at an expedited pace based on their usage in these environments.

III. VIBRATION MITIGATION

Exterior mounted cooling equipment is mounted on isolation pads to dramatically reduce vibrations that would otherwise be created by such large equipment.

IV. EVALUATING THE EFFECTIVENESS OF NOISE, DUST, VIBRATIONS, ODOR & FUME CONTROL MEASURES

Key site leadership roles will be trained to assess the production and escape of odors, dust, fumes and glare from the facility. We also anticipate a strong and friendly relationship with the local communities and will welcome feedback about any exhaust from the building. Should these assessments or the community ever determine that our levels are beyond acceptable, we will re-evaluate this plan and engage professionals to further refine our practices and properly mitigate the problem.
J. Spent Water & Soil Safety Plan
Spent Water & Soil Safety Plan

Wastewater Treatment Plan:
Wastewater generated during the cultivation of marihuana or marihuana products shall be disposed of in compliance with all applicable state and local laws and regulations. Despite the amount of water used in the cultivation process, there is very little water waste. The majority of water is used by the plants or evaporated out of the collection dishes upon which the plants sit. Any water that is used to rinse the plants or clean the facility or for any other purpose shall be rendered clean through both reverse osmosis and UV light after standard filtration methods, and either reused by the facility or discharged through a monitoring manhole where it can be monitored to comply with all local ordinances.

The Cultivation Facility will include an Ecowater RO purification system. Ecowater Purification Systems are the leading water filtration manufacturer in the industry, helping cultivators diagnose and solve every water problem imaginable. Ecowater designs systems to treat any water source including city water, well water, nutrient runoff water, wastewater, and condensate runoff.

Soil Safety Plan
The cultivation facility will not use soil – instead, all media for the purposes of growing plants will be rockwool, a lightweight hydroponic substrate made from spinning molten basaltic rock into fine fibers which are then formed in a range of cubes. This product will be disposed of through the grinder and mixed with biological waste in a locked dumpster.
K. Security Plan
SECURITY PLAN

Pure Green is committed to being a leader in Michigan’s cannabis industry and a trusted resource for the communities, consumers and clients we service. Essential to fulfilling this commitment is our ability to effectively protect our product from criminal repurposing throughout the facilities.

This Security, Surveillance and Diversion Prevention Plan details the physical and electronic security measures we employ to deter, detect, and inhibit the theft, diversion, and loss of Marijuana, and to prevent unauthorized conduct with respect to the storage and dispensing of Marijuana.

We have extensively researched and designed our Grow Facility to maximize security. The facility shall be built with enhanced security and stringent safety features to eliminate any potential for diversion. Our facility will be equipped with numerous motion sensors and exterior intrusion sensors that will be linked to local law enforcement. To prevent unauthorized entry and stop diversion, theft, or loss of marijuana, every square inch of the facility shall be continually monitored by high definition security cameras and commercial-grade equipment. Security systems will be positioned so they closely monitor activities at strategic risk points and watch for any strange behavior or movement. Marijuana shall not be visible to any person from the exterior of the Grow Facility.

We will create a culture of responsibility, accountability, and strict security surrounding all aspects of the facility. The stringent operating procedures outlined below demonstrate a commitment to employee and public safety above all other operating values. From receipt to sale, we are committed to preventing diversion by implementing a comprehensive security strategy. Employees will be extensively trained to understand that security is a primary obligation for everyone at our facility.

We will have comprehensive security policies and procedures for the Grow Facility, which address measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the facility. Employees will receive on-going training regarding our security protocol and the Site Manager shall ensure all employees follow policies and procedures regarding the security of the facility. The Site Manager shall implement and maintain employee training policies and procedures for security training. All employees shall aid in the security of the Grow Facility through prevention, awareness, reporting, and responsible incident management. All employees shall be required to immediately report security breaches and incidents of non-compliance to their supervisor, and in case of sudden emergency, immediately to law enforcement by either striking a panic button or calling law enforcement directly.

We will make our facility available and open to inspection, at all times, for law enforcement, representatives of the Department and law enforcement, when necessary to perform their duties.

PHYSICAL SECURITY

The facility shall be designed to maximize security and stop the potential for diversion. Access to the secure facility shall include safety and security mechanisms that prevent unauthorized entry. All doors will be burglary-resistant material, with commercial-grade, non-residential locks. Additionally, exterior doors, as well as limited access area entries, will be automatic locking and equipped with electric strike and keycard access hardware. All doors are setup to fail secure, which means in the event of a power failure, the doors will remain locked and only be accessible via a master key.
The Grow Facility’s main entrance vestibule shall include a mantrap to control passage from the public access area to the limited access area. We will strive to install Underwriter’s Lab (UL) approved locks and lock cylinders, which are rated as burglary resistant. We will also install local alarms on all fire exits and other perimeter doors not authorized for employee or visitor use. Our alarm system will be monitored after business hours with live monitoring through a licensed security monitoring company. If there are ever any after-hours issues, the live monitoring system will be linked directly to law enforcement and the Site Director, among other key personnel.

We shall ensure that trees, bushes, and other foliage outside of the premises do not allow people to conceal themselves from sight. The surveillance system’s cameras shall be capable of certain identification of persons (including facial features), license plates, vehicles, the immediate surrounding areas, and any activities occurring within any area of the premises, and the parking area, and within twenty feet (20’) of all entry and exit points of the premises. Cameras will cover every square inch of the facility.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.

LIGHTING

Exterior lights at all points of entry and exit shall remain constantly illuminated to allow for recording. Lighting on the outside perimeter shall allow cameras the ability to record any suspicious activity. Timed-delay switches shall be used to turn off non-essential interior lights, which shall not remain lit after employees have left the facility. Motion detecting lights shall be installed in areas that are entered and exited infrequently. The exterior of the facility shall be lit by commercial LED light fixtures sufficient to facilitate twenty-four-hour surveillance. Exterior lights in the parking area will remain on from dusk until dawn.

SECURITY EQUIPMENT

Our security equipment shall be designed, installed, and maintained to deter and prevent unauthorized entrance and theft of marijuana products at the facility. Security equipment shall be installed by a commercial, licensed service provider. All equipment shall be compliant with Department rules and all state and local laws, regulations, ordinances, and other requirements.

ENTRY AND EXIT ELECTRONIC EQUIPMENT AND PLACEMENT

Our entry and exit electronic access equipment will consist of the following:

- Electric strike locks on all doors in the Grow Facility with the ability to override access control for emergency exit even during a power outage.
- RFID proximity card access control devices for all interior doors and all exterior entrances and exits into the Grow Facility.
- Access control system that allows for programming or uploading individual user permissions and allowed entry times, as well as operations-specific information including employee photos.
- A backup power supply system that immediately provides power for at least twenty-four (24) hours in the event of a power outage.
- Main system operating equipment will be kept in the security room, a limited access area.
• Access control system that monitors and records:
  o Identification of employees or visitors entering and exiting.
  o Date and time of entry and exit.
  o Length of time in specific area.
  o Any unauthorized attempts for access.

ALARM SYSTEM

We shall have a professionally monitored security alarm system installed at our facility. Monitoring of the alarm system shall be twenty-four (24) hours a day, seven (7) days a week. We shall notify the Department of any intent to change our security alarm service provider. Upon request, we will make available to the Department all information related to the alarm system, monitoring, and alarm activity. The alarm system shall consist of the following:

• Appropriate equipment necessary to monitor activity inside and outside the Grow Facility, including:
  o All entrances and exits.
  o Roof hatches.
  o Rooms with exterior windows.
  o Rooms with exterior walls.
  o Rooms containing marijuana.
  o Rooms containing safes or vaults.
• A backup power supply system that immediately provides power in the event of a power outage.
• Main system operating equipment is kept in the Main Office Surveillance/IT Room, a limited access area.
• All telephone junction boxes or rooms where alarm telephone circuits terminate are locked, tamper-protected, and all labels or tags identifying these alarm circuits have been removed.

ALARM SYSTEM COMMUNICATION

The alarm system shall include an electronic or mechanical system that, upon activation, is programmed to send a prerecorded voice message, via telephone, radio frequency, or other communication system, to appropriate law enforcement authorities or other emergency services. In addition, the alarm system shall be equipped with a failure notification system that notifies the alarm monitoring service provider of the system failure via audio, text, visual, or audiovisual message, within a maximum of five (5) minutes of such failure.

ALARM SYSTEM TESTING

We shall bi-annually conduct an onsite inspection and test of the entire alarm system to determine needed repairs and adjustments.

ALARM SYSTEM RECORDS

We shall keep and maintain alarm system records and will make available to the Department all
information related to the alarm system, monitoring, and alarm activity. These records shall include the following:

- The name of the alarm installation and monitoring service provider.
- Copies of service contracts.
- A map of the Grow Facility showing the location and operation of each alarm system component including alarm telephone circuits.
- A list of authorized users.
- Manufacturers’ instructions for operating and maintaining the equipment.
- Testing and maintenance logs.
- Reports of any incidents triggering an alarm.
- Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

SURVEILLANCE SYSTEM

We shall have a fully operational electronic surveillance system installed at our facility. We shall notify the Department of the intent to make any changes to the surveillance system. Upon request, we will make available to the Department all information related to the electronic surveillance system installed at our facility. The surveillance system shall consist of the following:

- Appropriate equipment necessary to video record activity inside and outside the Grow Facility, including:
  - All entrances and exits into and out of the Grow Facility.
  - Roof hatches or skylights.
  - Rooms with exterior windows.
  - Rooms with exterior walls.
  - Rooms containing safes or vaults.
  - All entrances and exits of security rooms and limited access areas.
- Appropriate equipment to record keycard entry and exit activity of all our employees and visitors.
- A backup power supply system that immediately provides power in the event of a power outage.
- A dedicated safe or vault to store all entry/exit records and video recordings in the Office Surveillance/IT Room, in a limited access area.
- Main system operating equipment is kept in the main office Surveillance/IT Room.

VIDEO SURVEILLANCE EQUIPMENT

Our video surveillance equipment will consist of the following:

- Network video recorders with a record rate of a minimum of thirty (30) frames per second.
- Cameras with a minimum resolution of 1920 x 1080 pixels.
- Cameras with infrared capabilities to capture images in low or no lighting conditions.
- Cameras with capabilities to identify activity occurring within twenty feet (20') from all points of entry and exits into and out of the exterior of the Grow Facility.
- Video monitors.
- Digital archiving device.
- Capabilities to produce a color still photograph from any camera image, live, or recorded.
- Capabilities to accurately display the time and date on recorded images or video.
- Color printer that can immediately produce a clear, color still photo, either live or recorded, with a resolution of 9600 dpi and the image quality is relative to the camera being used to capture the image.

**CAMERA COVERAGE PLACEMENT**

We will install at least One Hundred (100) security cameras. The security cameras will be permanently mounted and in a fixed location. Each camera at the Grow Facility shall be placed in a location that allows the camera to clearly record activity occurring within twenty feet (20') of all points of entry and exit on the Grow Facility. The cameras will cover every square inch of the facility. The cameras shall allow for the clear and certain identification of any person, including facial features, and activities, including sales or transfers, in all areas of the Grow Facility. The security cameras shall monitor and record all areas of the Grow Facility including:

- All areas where marijuana or products are present, including activities related to:
  - Weighing, packaging, and labeling.
  - Storing, preparing for sale, loading/unloading, or moved within the Grow Facility.
  - Waste Disposal.
- Limited-access areas and security rooms, including transfers between rooms and areas.
- Areas storing a surveillance system storage device with at least one (1) camera recording the access points to the secured surveillance recording area.
- All entrances and exits into and out of the exterior of the Grow Facility, recording both indoor and outdoor vantage points.
- Outdoor trash receptacles.
- Roof hatches or skylights.
- Rooms with exterior windows.
- Rooms containing safes or vaults.
- All areas where cash is counted, transferred, or stored.
- All areas where records are stored.

Cameras shall not be installed in bathrooms or any other area where a legitimate expectation of privacy exists. Camera placement shall ensure:

- Visibility of activities is not obstructed by lighting equipment covers, fixtures, or other equipment.
- A clear and certain identification of all individuals and activity at the Grow Facility.
• Identification of activity occurring within twenty feet (20') from all points of entry and exit into and out of the exterior of the Grow Facility.

SURVEILLANCE FAILURE NOTIFICATION

The surveillance system shall include a failure notification system that alerts the Site Director and other key site personnel of any interruption in surveillance and/or the complete failure of the monitoring system. The notification shall be within a maximum of five (5) minutes of such failure via audio, text, visual, or audiovisual message. Additionally, an alarm shall signal the Security Officer on duty whenever an unauthorized entry is attempted.

SURVEILLANCE TESTING

We shall ensure that the surveillance system is properly maintained for playback quality so that images can be seen and the identity of all individuals and activity in surveillance areas are captured. We will schedule and oversee all required maintenance of security equipment in accordance with manufacturer recommendations. Any equipment failure identified shall be corrected as soon as possible. All security equipment shall be in good working order and shall be inspected and tested at regular intervals.

INFORMATION TECHNOLOGY SECURITY

We shall ensure the security of our hardware, software, data, and communications networks, including the following information technology (IT) maintenance:

• Software registration.
• Security patches.
• Malicious software prevention.
• Account management.
• Security status and network access monitoring.
• Disposal and redeployment.
• Employee IT security training.
• Vulnerability assessments.

Access to protected information shall be restricted to essential employees only. Access may be granted to authorized representatives of the Department and other government officials if necessary to perform their official duties. Examples of protected information include:

• Security and cash management procedures.
• Asset and inventory lists.
Network data.
- Floor plans of critical areas.
- Password and code records.
- Customer records.
- Employee records.

PRODUCT SAFETY AND SECURITY

We shall develop and implement procedures that ensure product safety and security and are compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures shall include measures that:

- Minimize the risk of diversion or theft of marijuana.
- Minimize the risk of contamination from incoming materials.
- Ensure proper storage conditions that maintain the quality and purity of our marijuana products.

MATERIAL RECEIVING

All deliveries shall be verified at the front entrance to the facility before allowed access to the loading areas. All materials received will be documented. No material may be received unless its shipping documentation matches the corresponding purchase order or separate approval is given by the Site Manager. Employees shall notify the Site Manager of any shipment discrepancy immediately and shipment may not be accepted without the Site Manager’s approval.

PRODUCT STORAGE SECURITY

Storage areas shall be designed to provide adequate lighting, ventilation, temperature, humidity, space, and equipment. All storage areas shall be maintained in a clean and orderly condition, free from infestation of pests, and in accordance with our security measures and Security Plan. The Grow Facility Manager shall ensure secure containers containing marijuana products remain dry, well ventilated, have temperature-control features to avoid extreme temperature fluctuations and appropriate odor-control features. These proper storage environments ensure product storage does not lead to product contamination or loss of quality.

The storage areas containing marijuana products shall be designed for security and ease of maintenance. We shall establish product storage and security policies and procedures compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Under no circumstances may any product be transferred without following our policies and procedures and all the rules set forth by the
Department and all applicable state and local laws, regulations, ordinances, and other requirements. Storage policies and procedures shall include:

- All equipment and any areas used for the processing or storage of marijuana shall be securely locked unless in use.
- All areas used for the storage of marijuana shall be on a time lock and only accessible during regular business hours.
- Inventory shall be reviewed and documented at the beginning and close of each day.
- All areas where marijuana product is stored will be monitored by the surveillance system.

DIVERSION PREVENTION

Investigation of possible diversion and developing policies to prevent it will be conducted by a team of our senior officials, including our CEO, COO, and Director of Compliance. Collectively, they will be known as the Diversion Prevention Team or DPT. The team will have multiple responsibilities including:

- Investigating allegations of diversion
- Developing policies and procedures to prevent diversion
- Managing performance improvement measures
- Providing overall direction for the program.
- Reporting confirmed cases of diversion to law enforcement

The DPT will also integrate information from external sources and environmental factors to improve safety and security at facilities. External sources and environmental factors may include news reports, trade and patient associations, law enforcement bulletins, et cetera. Standard operating procedures shall be updated to incorporate new sources of information and prevent diversion.

WORKING WITH LAW ENFORCEMENT

We deeply value and respect the work of local law enforcement. Police officers are on the front lines protecting our safety. Therefore, our Company, through the DPT, will form a partnership with law enforcement. This partnership will be rooted in a shared responsibility for the safety of the community. Upon request, law enforcement will have access to employee records and Grow Facility operations. Company will also engage with first responders like EMS and fire to establish emergency response protocols. This will create a close working relationship and enhance our ability to provide a secure and positive experience for our employees and the community.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.
EMPLOYEE TRAINING

We know that having a trained and educated workforce is paramount to having an effective diversion strategy. Therefore, a considerable amount of time, resources, and energy will be devoted to ongoing diversion prevention training. The training curriculum will be conducted by the DPT. At a minimum, the training curriculum shall include:

- Compliance regulations for grow facilities.
- State laws and agency rules regulating the use of marijuana.
- Strategies for preventing diversion.
- Criminal and civil consequences for diverting product.
- Security and safety standard operating procedures.
- Chain of command for reporting diversion.
- Incident management.
- Daily operating procedures.

Diversion prevention trainings are mandatory for every new employee. Additionally, each employee shall be required to participate in quarterly continuing education trainings on diversion. Training materials will be outcome driven. Employees will be given real world examples of diversion and taught the appropriate response. Teaching the material through the learning principles of problem solving, discussion, and feedback will empower and increase understanding and retention of the training. This process of integrating knowledge will develop a culture of shared values, perspectives, and become the way of daily conduct and purpose at the Grow Facility.

Employees will have access to diversion prevention training materials at all times. There will be no excuse and zero tolerance for not knowing the proper policies and procedures. Well-maintained employee training records displaying documented training dates and subject matter will preserve and increase compliance, continuity and understanding of all guidelines, security procedures, safety, and incident response. Employee training records will become a written testament of the detailed information and accountability of security education.

INVESTIGATION OF DIVERSION

Due to intense and robust security operations, we do not anticipate diversion at our facility. However, it is important to be prepared for any scenario. We have developed an enhanced investigation procedure for any allegations or reports of potential diversion. Any allegation or report will be fully and immediately investigated by the DPT with established processes and timeframes.

Security policies developed by our Company outline that the first step of investigation is to preserve all possible evidence. Evidence needs to be persevered for the investigation and may be used in future disciplinary matters. The second step of investigation shall be to review all camera footage and other relevant information technology. Each marijuana product is tracked from seed to sale. Therefore, if diversion occurred, it will likely appear in an audit of the tracking software. The third step of investigation will be to interview the employee who engaged or
allegedly engaged in diversion. This step can only be executed if enough evidence is gathered to narrow down the suspect. The goal of the interview is to get the subject to confess how they diverted product to prevent future incidents from occurring. The fourth step of investigation will be to report the confirmed incident of diversion and suspect to law enforcement and the Department. The Site Manager shall be the point of contact for all law enforcement inquires and will turn over all relevant evidence to law enforcement and the Department. The final step of investigation is to develop policies and procedures to prevent the incident from happening again. Once new policies have been developed by the DPT, an all staff training shall be given. The training will be a top down review of all security policies including any updated procedures.

INCIDENT RESPONSE

We shall establish incident response procedures addressing any incident that may occur, including natural disaster, unauthorized access, theft, or IT security breach. Procedures shall be in accordance with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures for general emergency and incident management, containment, and corrective measures shall be thoroughly detailed. The Director of Compliance shall ensure the appropriate response procedures are followed. All employees shall receive incident response training annually. The Site Manager shall determine the category and severity of the incident and determine the next best course of action. All discussions, decisions, and activities shall be documented.

We shall immediately notify appropriate law enforcement authorities and the Department immediately after the discovery of a reportable incident as defined by state and local laws, regulations, ordinances, and other requirements. Examples of an incident may include, but are not limited to:

- Theft or physical loss of marijuana or confidential records.
- Breach of our network servers.
- Robbery or unauthorized entry in the Grow Facility.
- Threats of violence to the Grow Facility, employees, or visitors.
- Bomb threats.
- Any criminal activity.
- Civil disturbances.
- Hazardous spills.
- Infectious disease epidemic.
- Serious accidents.
- Fires.
- Earthquakes.
- Floods.
- Windstorms or tornadoes.
INCIDENT REPORTING

Anyone with knowledge or a reasonable suspicion of an incident is instructed to make an immediate report to the Grow Facility Manager or the Site Manager. The person reporting the incident shall complete the Incident Log.

- Date and time of occurrence or suspected occurrence.
- Names and contact information of parties involved and any witnesses.
- Description of incident.
- Completed Suspect Description Forms, if applicable.
- Any evidence supportive of the event (unless law enforcement is required on scene or en route).

We shall notify appropriate law enforcement authorities and the Department immediately after discovering the following:

- Discrepancies identified during inventory; diversion, theft, or loss of marijuana; or any criminal action involving an employee.
- Theft, robbery, or burglary; sale to minors; diversion of marijuana or marijuana products; or any other crime related to marijuana.
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person.
- Unauthorized destruction of marijuana.
- Any loss or unauthorized alteration of records.
- An alarm activation or other event that requires a response by public safety personnel.
- Integrity of the inventory management system compromised.
- An IT security breach.
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours.
- Any other breach of security defined by the rules set forth by the Department.

UNAUTHORIZED ENTRY/ROBBERY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, or product due to unauthorized entry, employees shall be trained to perform the following:
• Notify law enforcement utilizing a panic alarm, only if it can be safely done without being obvious to the robber.

• Do not resist the robber or use or encourage the use of weapons or force against the robber.

• Try to inform the robber of any potential surprises (e.g., an employee is due back from lunch or the building alarm is set to be tested).

• Try to keep employees and visitors, if applicable, calm during the robbery.

• Try to alert other employees of the situation using pre-determined signals or text messages, only if safe to do so.

• Follow the robber’s commands in order to shorten the time of the incident. Do not argue with the robber, but do not volunteer to help.

• If the robber demands a certain amount of money or product, only give them that amount.

• Be observant in order to be a good witness. Try to remember:
  o The number of robbers.
  o The physical characteristics of the robber(s), such as weight, scars, tattoos, hair color, or speech patterns.
  o The clothing worn by the robber(s).
  o Any names used by the robber(s).
  o A description of any weapons shown, such as barrel length and color, color of the grip, or automatic or revolver.

• If the robber uses a note, try to place it out of sight to retain it as evidence.

• Do not follow a robber.

• Secure the Grow Facility and place a notice that the business is closed due to an emergency.

• Call the police and ambulance, as needed, immediately and request that witnesses stay or obtain their contact information.

• Provide aid to injured people.

• Do not discuss the robbery with any outside parties until police and management has given authority to do so.

• Do not estimate the amount of money or product that was taken until an inventory has been performed.

Corrective procedures that may be required to return conditions to a normalized and secure state:

• Change all security codes.

• Replace locks and issue keys only to authorized employees.
- Ensure any video of the incident is archived.
- Restore security devices and/or apparatus to working condition.
- Repair any physical damage to the Grow Facility.
- Provide employees and visitors, if applicable, counseling, as needed.
- Perform a security re-training as soon as possible.
- Modify Employee Access Control Log as deemed appropriate.

INTERNAL THEFT/BURGLARY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, product due to internal theft or burglary, employees shall be trained to perform the following:

- Identify missing or compromised assets.
- Gather, remove, recover, and secure sensitive materials to prevent further loss or access.
- Power down, recycle or remove security equipment known to be compromised.
- Where possible, secure the premises for possible analysis by the Department and law enforcement.
- Gather and secure any evidence of illegal entry for review by the Department and law enforcement.
- Where possible, record identities of any party who might be a possible witness to events.
- Preserve video recordings and Visitor logs for review by the Department and law enforcement.

Corrective procedures that may be required to return conditions to a normalized and secure state:

- Retrieve or restore assets where possible.
- Store all sensitive materials and products in a secure manner (e.g., lockable cabinets or storage areas/container).
- Replace locks and issue keys only to authorized employees. Update the Employee Access Control Log as necessary.
- Restore security devices and/or apparatus to working condition.
- Remove and retain unauthorized equipment from network and/or area.
- Implement physical security devices and improvements (e.g., equipment cables, alarms) as deemed appropriate.
- Perform a security re-training as soon as possible.
FIRE PROCEDURES

If a fire does not present an immediate danger to personal safety, one (1) employee shall try to extinguish the fire. If a fire presents an immediate danger to personal safety, a fire alarm shall be pulled and a call to 911 shall be immediately made and evacuation of the building shall occur all at once.

Evacuation of Grow Facility

Any director or manager may determine the need to evacuate. Reasons for evacuation may include:

- Fire.
- Bomb threat.
- A hostile or violent employee, visitor, or unknown person.
- Power outage.
- Earthquake.
- Water or gas leak.
- Hazardous spill.
- Robbery or hostage situation.

The Site Manager shall ensure that all employees and visitors, if applicable:

- DO NOT gather in lobbies.
- DO NOT open a door without first checking for heat.
- DO NOT touch any suspicious items or suspected bombs.
- DO NOT run or panic.
- DO NOT re-enter the building until authorized.
- DO assist disabled individuals or others who need assistance. Evacuate disabled individuals or others who need assistance ONLY under the direction of authorized emergency personnel or when there is an immediate threat to personal safety and security.

INCIDENT CONTAINMENT

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes required to quickly contain and minimize the immediate impact to personal safety, the Grow Facility, and other affected parties. Containment activities shall be designed to:

- Minimize harm to individuals.
- Counteract the immediate threat.
• Prevent propagation or expansion of the incident.
• Minimize actual and potential damage.
• Restrict knowledge of the incident to authorized employees.
• Preserve information relevant to the incident.

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes to quickly:
• Secure the environment.
• Restore the environment to its normalized state.

The Site Manager shall be actively engaged throughout the incident to assess the progress of all containment and corrective measures and determine at what point the incident can be considered resolved.

INCIDENT CONTAINMENT AND CORRECTIVE PROCEDURES

The Site Manager shall determine and implement the appropriate procedures required to quickly contain and minimize the immediate impact of an incident, as well as to quickly restore circumstances to a normalized, secure state. Containment and corrective measures shall be designed with the primary objectives of:
• Minimizing harm.
• Counteracting the immediate threat.
• Preventing propagation or expansion of the incident.
• Minimizing the actual and potential damage.
• Restricting knowledge of the incident to authorized employees.
• Preserving information relevant to the incident.
• Securing the environment.
• Restoring the environment to its normalized state.

POST-INCIDENT REVIEW, REPORT, AND FOLLOW UP

The Site Manager shall hold a Post-Incident Review after each incident has been resolved. The Post-Incident Review shall be scheduled within two (2) to three (3) weeks of the incident’s resolution and shall involve:
• Appropriate personnel, which may include affected parties.
• Examination of the incident and all related activities and events.
• Discussion on proposed changes to policy, processes, and safeguards.
All incident activities, from receipt of the initial report through post-incident review, shall be documented. The Site Manager shall ensure all events are recorded, assembling these records in preparation and performance of the post-incident review, and ensuring all records are preserved for review. The following shall be included, at a minimum, in the Post-Incident Report:

- A description of incident events with specific timelines.
- Employee(s) involved.
- Non-Employees involved.
- Impact to affected parties.
- Discussions, decisions, and assignments made.
- Successful and unsuccessful activities.
- Notifications required or recommended.
- Steps taken for containment and resolution.
- Recommendations for prevention and remediation (short-term and long-term).
- Identification of policy and procedure gaps.
- Results of post-incident review.
- Any necessary follow-up actions.

The Post-Incident Report shall be distributed to the Site Manager, the Grow Facility Manager, and all other relevant parties for review. The Site Manager shall ensure the appropriate employees are assigned to any follow-up actions. The Site Manager shall document the completion of all follow-up actions in the Post-Incident Report and distribute an updated copy.

SECURITY SYSTEM RECORDS

We shall keep all necessary books and records in order to render a full account of all operations conducted at the Grow Facility under our license for the year to date and the five (5) years prior. We shall keep books and records of the Grow Facility from the previous six (6) months (or the complete copies of such records) in the Grow Facility at all times. All marijuana related records shall be retained in the inventory management system. All surveillances recordings shall be retained, at a minimum for at least sixty (60) days, unless in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the licensee shall retain the recordings until such time as the department notifies the licensee that the recordings may be destroyed. Our standard operating procedures shall detail the maintenance of records and measures for addressing and reporting any loss or unauthorized alteration of records. The Department, upon request, shall have full access to all Grow Facility records and surveillance recordings.

We shall keep and maintain security and surveillance system records and recordings in the Grow Facility and copies stored on a secure cloud storage. These records shall include, at a minimum, the following:

- The name of the surveillance equipment installation service provider and all equipment manufacturers.
- Copies of any service contracts.
• A map of the Grow Facility showing the location and operation of each surveillance system component, including the direction of camera coverage.

• A list of authorized users.

• Manufacturers’ instructions for operating and maintaining the equipment.

• Testing and maintenance logs.

• Reports of any incidents of unauthorized entry.

• Employee Access Control Logs.

• Visitor Registration Logs.

• Authorized Visitor Access Control Logs.

• Incident Logs and Post-incident Reports.

• Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

• A log of the recordings, which includes:
  o The identities of the employee or employees responsible for monitoring the video surveillance system.
  o The identity of the employee who removed the recording from the video surveillance system.
  o The identity of the employee who destroyed any recording.

• Video surveillance recordings shall be:
  o In a digital format that ensures authentication of the recording as being legitimately captured without alterations.
  o Easily accessible and in a format that allows for viewing and copying.
  o Embedded with the date and time without significantly obscuring the picture.

We will maintain a log of all recordings, which will include a minimum:

• The identities of the employee or employees responsible for monitoring the video surveillance system.

• The identity of the employee who removed the recording from the video surveillance system storage device and the time and date removed.

• The identity of the employee who destroyed any recording.

Video surveillance recordings shall be stored on an NVR that is server-based with storage as required to meet recording rate and retention. This system shall be password-protected and separate from any other equipment in the Grow Facility. The files and video surveillance recordings shall be available for inspection, upon request, by authorized representatives of the Department and other government officials when necessary to perform their official duties.

After the expiration of the retention period, and before selling or closing the facility, the surveillance video recordings shall be erased, destroyed, or otherwise disposed. We shall not destroy any surveillance video recordings if we have knowledge or should have knowledge of any ongoing criminal, civil, administrative, or other official investigations or proceedings for which the recording may contain relevant information. Additionally, we shall not destroy any surveillance
video recordings in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the recordings shall be retained until such time as the Department notifies us that the recordings may be destroyed.
Security and Surveillance Equipment Room Access List

This is the current list of individuals having access to our Security and Surveillance Equipment Storage Room. Only those on this list are essential to maintain security and surveillance operations. All others will be denied access to the Security and Surveillance Equipment Room.

This list is available to the Department or authorized agents immediately upon request.

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<th>Name of Employee/Contractor</th>
<th>Authorized Entry by (Name of Manager)</th>
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Security and Surveillance Equipment Room Access Log

**Instructions:** Use this log to record your access to the Security and Surveillance Equipment Room, entering the reason for your presence here and the date and time of access.

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<tr>
<th>Date</th>
<th>Name</th>
<th>Reason for Access</th>
<th>Manager Authorizing Access</th>
<th>Time In/Out</th>
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ADDITIONAL DOCUMENTS
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF ORGANIZATION

for

PURE GREEN, LLC

ID Number: 801934144

received by electronic transmission on March 08, 2018, is hereby endorsed.

Filed on March 09, 2018, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of March, 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau
RESTATED ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY
Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Restated articles:

The identification number assigned by the Bureau is:

The name of the limited liability company is:

All former names of the limited liability company are:

The date of filing the original Articles of Organization was:

Article I
The name of the limited liability company is:
PURE GREEN, LLC

Article II
The purpose or purposes for which the limited liability company is formed for:
To engage in any activity for which a limited liability company may be formed under the Act.

Article III
The duration of the limited liability company if other than perpetual is:
PERPETUAL

Article IV
The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):
1. Agent Name: STEPHEN GOLDNER
2. Street Address: 4761 TARA CT
Apt/Suite/Other:
City: WEST BLOOMFIELD
State: MI
Zip Code: 48323
3. Registered Office Mailing Address:
P.O. Box or Street Address: 4761 TARA CT
Apt/Suite/Other:
City: WEST BLOOMFIELD
State: MI
Zip Code: 48323

Article V
(Inset any desired additional provision authorized by the Act.)
THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

ARTICLE VI
No Manager of the Company is liable for the acts, debts or obligations of the Company. The monetary liability of any Manager of the Company for breach of any duty established under Section 404 of the Act is limited to the fullest extent
IT PERMITTED BY THE ACT. THE COMPANY WILL INDEMNIFY AND HOLD HARMLESS EACH MANAGER FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, CLAIMS, AND DEMANDS SUSTAINED BY REASON OF ANY ACTS OR OMISSIONS OR ALLEGED ACTS OR OMISSIONS OF THE MANAGER, INCLUDING JUDGMENTS, SETTLEMENTS, PENALTIES, FINES, OR EXPENSES INCURRED IN A PROCEEDING TO WHICH THE MANAGER IS A PARTY OR THREATENED TO BE MADE A PARTY BECAUSE THE PERSON IS OR WAS A MANAGER TO THE FULLEST EXTENT PERMITTED BY LAW OR CONTRACT.

Complete section (a) if the Restated Articles only restate and integrate the Articles of Organization, otherwise, complete section (b). Do not complete both. (Select One)

- (a) These Restated Articles of Organization only restate and integrate the Articles of Organization.
- (b) These Restated Articles amend the Articles of Organization and were approved on 3/7/2018
  
  In accordance with Section 604 of the Act: (select one)
  - by a majority in interest if an operating agreement authorizes amendment of Articles of Organization by majority vote.
  - by unanimous vote of all the members entitled to vote.

This document must be signed by a member, manager, or an authorized agent:

Signed this 8th Day of March, 2018 by:

<table>
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<th>Stephen Goldner</th>
<th>Member</th>
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By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

- Decline
- Accept
Date of this notice: 11-10-2017
Employer Identification Number: 82-3373450
Form: SS-4
Number of this notice: CP 575 G
For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-3373450. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is PURE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.
Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

DATE OF THIS NOTICE: 11-10-2017
EMPLOYER IDENTIFICATION NUMBER: 82-3373450
FORM: SS-4

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

PURE GREEN
STEPHEN JEFFREY GOLDNER SOLE MBR
4761 TARA COURT
WEST BLOOMFIELD, MI 48323
OPERATING AGREEMENT

FOR

PURE GREEN LLC

Effective Date:
March 6, 2018

Prepared by:

Matthew W. Bower
Varnum LLP
160 West Fort St., 5th Floor
Detroit, Michigan 48226
THE MEMBERSHIP INTERESTS IN PURE GREEN LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. SECTION 6 OF THIS AGREEMENT FURTHER RESTRICTS TRANSFERABILITY OF INTERESTS IN THE COMPANY.

OPERATING AGREEMENT
FOR
PURE GREEN LLC

This Operating Agreement of Pure Green LLC, a Michigan limited liability company (the "Company"), is entered into as of March 6, 2018 by and among the Company, and each of the members listed on the signature pages from time to time attached hereto (each a "Member" and collectively, the "Members").

RECITALS

WHEREAS, the Company was formed by Stephen Goldner, as a single-member limited liability company, under the laws of the State of Michigan by the filing Articles of Organization with the Michigan Department of Licensing and Regulatory Affairs on January 26, 2016 (as amended, the "Articles of Organization") for the purposes set forth in Section 2.05 of this Agreement; and

WHEREAS, Stephen Goldner desires to issue a Membership Interest to Steve Sensoli and admit Steve Sensoli as a Member upon execution of this Agreement, which sets forth the terms and conditions governing the operation and management of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

"Additional Capital Contribution" has the meaning set forth in Section 3.02.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:
(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(1); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"Agreement" means this Operating Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

"Applicable Law" means all applicable provisions of (a) constitutions, treatises, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Articles of Organization" has the meaning set forth in the Recitals.

"BBA" has the meaning set forth in Section 10.04.

"BBA Procedures" has the meaning set forth in Section 10.04.

"Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(i)(d)(3).

"Book Value" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;
(b) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Members, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a de minimis Capital Contribution;

(ii) the distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) provided, that adjustments pursuant to clauses (i) and (ii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

(e) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(f) If the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"Budget" means the annual budget of the Company as may be approved by a Majority in Interest of the Members from time to time.

"Business" has the meaning set forth in Section 2.05(a).

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Detroit are authorized or required to close.

"Capital Account" has the meaning set forth in Section 3.03.
"Capital Contribution" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.


"Company" has the meaning set forth in the Preamble.

"Company Minimum Gain" means "partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term "Company" for the term "partnership" as the context requires.

"Confidential Information" has the meaning set forth in Section 12.03(a).

"Covered Person" has the meaning set forth in Section 8.01(a).

"Electronical Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined jointly by the Members.

"Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Liquidator" has the meaning set forth in Section 11.03(a).

"Losses" has the meaning set forth in Section 8.03(a).

"Manager" means, initially, Stephen Goldner, or such other Person as may be designated or become the Manager pursuant to the terms of this Agreement.

"Majority in Interest" means more than fifty percent (50%) of the Membership Interests of the Company.
"Michigan Act" or "Act" means the Michigan Limited Liability Company Act, Act 23 of 1993, MCL 450.4101 et seq, and any successor statute, as it may be amended from time to time.

"Member" means each Person initially signing this Agreement and who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Michigan Act. The Members shall constitute the "members" (as that term is defined in the Michigan Act) of the Company.

"Member Nonrecourse Debt" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(l)(3).

"Member Nonrecourse Deduction" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(l), substituting the term "Member" for the term "partner" as the context requires.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (a) to its distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Michigan Act. The Membership Interest of each Member shall be expressed as a number of Units and a percentage interest of the total Membership Interests of all Members as set forth in Schedule A.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(b)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;
(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b).

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Officer" has the meaning set forth in Section 7.03.

"Partnership Representative" has the meaning set forth in Section 10.04.

"Permitted Transfer" means a Transfer of Membership Interests carried out pursuant to Section 9.02. "Permitted Transferee" means a recipient of a Permitted Transfer.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Prohibited Activity" means activity in which the Member contributes the Member's knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Business. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or Confidential Information.

"Regulatory Allocations" has the meaning set forth in Section 5.02(e).
"Related Party Agreement" means any agreement, arrangement or understanding between the Company and any Member or any Affiliate of a Member or any officer or employee of the Company, as such agreement may be amended, modified, supplemented or restated in accordance with the terms of this Agreement.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Restricted Period" has the meaning set forth in Section 7.06(a).

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"Subsidiary" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"Tax Matters Member" has the meaning set forth in Section 10.04.

"Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. "Transfer" when used as a noun shall have a correlative meaning. "Transferor" and "Transferee" mean a Person who makes or receives a Transfer, respectively.

"Treasury Regulations" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"Unit" mean a Unit (or any successor security) representing a fractional part of a Members' Membership Interest.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule
requiring construction or interpretation against the party drafting an instrument or causing any
instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an
integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on January 26, 2016, pursuant to the provisions
of the Michigan Act, upon the filing of the Articles of Organization with the Secretary of
State of the State of Michigan. The Articles of Organization were amended to organize
the Company as manager-managed on March 6, 2018, pursuant to the provisions of the
Michigan Act, upon the filing of Amended and Restated Articles of Organization with the
Secretary of State of the State of Michigan.

(b) This Agreement shall constitute the "Operating Agreement" (as that term
is used in the Michigan Act) of the Company. The rights, powers, duties, obligations and
liabilities of the Members shall be determined pursuant to the Michigan Act and this
Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any
Member are different by reason of any provision of this Agreement than they would be
under the Michigan Act in the absence of such provision, this Agreement shall, to the
extent permitted by the Michigan Act, control.

Section 2.02 Name. The name of the Company is "Pure Green LLC" or such other
name or names as may be designated by the consent of the Members; provided, that the name
shall always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the
designation "LLC." The Manager shall give prompt notice to the Members of any change to the
name of the Company.

Section 2.03 Principal Office. The principal office of the Company is located stated in
the Articles of Organization, or such other place as may from time to time be determined by the
Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial
registered agent named in the Articles of Organization or such other office (which need
not be a place of business of the Company) as the Manager may designate from time to
time in the manner provided by the Michigan Act and Applicable Law.

(b) The registered agent for service of process on the Company in the State of
Michigan shall be the initial registered agent named in the Articles of Organization or
such other Person or Persons as the Manager may designate from time to time in the
manner provided by the Michigan Act and Applicable Law.

Section 2.05 Purpose; Powers.
(a) The purposes of the Company are to engage in (i) research, development, manufacture, distribution, and commercialization of cannabis oils and edibles (the "Business") and (ii) any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Michigan Act.

Section 2.06 Term. The term of the Company commenced on the date the Articles of Organization was filed with the Secretary of State of the State of Michigan and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Initial Capital Contributions. Each Member has made an initial Capital Contribution and/or is deemed to own Membership Interests in the amounts set forth opposite such Member's name on Schedule A attached hereto. The Manager shall update Schedule A upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section 3.02 Additional Capital Contributions. Except as provided in Schedule A, no Member shall be required to make additional Capital Contributions ("Additional Capital Contributions") or make loans to the Company.

Section 3.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any Additional Capital Contributions;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

(i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(c);
(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and

(iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 Succession Upon Transfer. In the event that any Membership Interests are transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI and ARTICLE XI in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 3.06 No Withdrawals From Capital Accounts. No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member, including the Manager, shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

Section 3.07 Treatment of Loans From Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account.

Section 3.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE IV
MEMBERS

Section 4.01 Admission of New Members.
(a) New Members may be admitted from time to time (i) in connection with the issuance of Membership Interests by the Company, subject to compliance with the provisions of Section 7.02, and (ii) in connection with a Transfer of Membership Interests, subject to compliance with the provisions of ARTICLE IX, and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Membership Interests, such Person shall have executed and delivered to the Company a written undertaking the form of which is approved by the Manager. Upon the amendment of Schedule A of the Agreement by the Manager and the satisfaction of any other applicable conditions, including the receipt by the Company of payment for the issuance of Membership Interests, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 3.03.

Section 4.02 No Personal Liability. Except as otherwise provided in the Michigan Act, by Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.03 No Withdrawal. So long as a Member continues to hold any Membership Interests, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Membership Interests, such Person shall no longer be a Member.

Section 4.04 No Interest In Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.05 Certification of Membership Interests.

(a) The Manager may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Manager shall issue certificates representing Membership Interests in accordance with Section 4.05(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER,
SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH OPERATING AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE V
ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in Section 5.02, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 5.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(g)(2). This Section 5.02 is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(g)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.
(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) The allocations set forth in paragraphs (a), (b), (c) and (d) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b), Section 5.03(c) and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company’s subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method with curative allocations of Treasury Regulations Section 1.704-3(c), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (e) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).
(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their Interests in such items as determined by the Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Membership Interests. In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of ARTICLE IX, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

ARTICLE VI
DISTRIBUTIONS

Section 6.01 Distributions of Cash Flow and Capital Proceeds.

(a) Any available cash of the Company, after allowance for all reasonable costs and expenses incurred by the Company and for such reasonable reserves as the Members may agree upon, or as contemplated in the Budget, shall be distributed to the Members, on at least a quarterly basis, in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate the Michigan Act or other Applicable Law.

Section 6.02 Distributions in Kind.

(a) The Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of securities or other property held by the Company. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section 6.01.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Manager may require that the Members execute and deliver such documents as the Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may
appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

**ARTICLE VII**

**MANAGEMENT**

Section 7.01 Management of the Company. The business and affairs of the Company shall be managed by the Manager. Subject to the provisions of Section 7.02, the Manager shall have full and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company set forth in Section 2.05; provided, that the Manager shall manage the Company in accordance with the Budget. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a resolution expressly authorizing such action which resolution is duly adopted by the Manager.

Section 7.02 Actions Requiring Approval of Members. Without the written approval of a Majority in Interest of the Members, the Company shall not, and shall not enter into any commitment to:

(a) Amend, modify or waive the Articles of Organization or this Agreement; provided that the Manager may, without the consent of the other Member, amend Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Make any material change to the nature of the Business conducted by the Company or enter into any business other than the Business;

(c) Issue additional Membership Interests or admit additional Members to the Company.

(d) Enter into, amend in any material respect, waive or terminate any Related Party Agreement other than the entry into a Related Party Agreement that is on an arm's length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;

(e) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of all or substantially all of its assets, other than sales of inventory in the ordinary course of business consistent with past practice; or

(f) Dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.
Section 7.03 Officers. The Manager may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

Section 7.04 Action Without Meeting. Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 7.05 Informational Rights. In addition to the information required to be provided pursuant to ARTICLE X, the Manager shall keep the other Members reasonably informed on a timely basis of any material fact, information, litigation, employee relations or other matter that could reasonably be expected to have a material impact on the operations or financial position of the Company, including, but not limited to, any modification of any loan or other financing to the Company. The Manager shall provide all material information relating to the Company or the management or operation of the Company as any Member may reasonable request from time to time.

Section 7.06 Other Activities; Business Opportunities.

(a) So long as any Member remains a Member of the Company and for the two (2) years, to run consecutively, beginning on the day a Member is no longer a Member of the Company, for any reason (the "Restricted Period"), the Member agrees and covenants not to engage in Prohibited Activity. Nothing herein shall prohibit Member from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that the Member is not a controlling person of, or a member of a group that controls, such corporation. In the event of a breach or threatened breach by the Member of any of the provisions of this Agreement, the Member hereby consents and agrees that the Company shall be entitled to, in addition to other available remedies, seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.
(b) Except as provided in Section 7.06(a), nothing contained in this Agreement shall prevent any Member, including the Manager, or any of its Affiliates from engaging in any other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Member for any profits or income earned or derived from other such activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Member of any business opportunity of any type or description.

Section 7.07 Compensation and Reimbursement of Manager. As approved by a Majority in Interest of the Members, the Manager shall be compensated for its services as the Manager, and the Company shall reimburse the Manager for all ordinary, necessary and direct expenses incurred by the Manager on behalf of the Company in carrying out the Company's business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed amounts set forth in the Budget in the aggregate for any Fiscal Year without the approval of a Majority in Interest of the Members.

Section 7.08 Removal of Manager. A Majority in Interest of the Members may remove the Manager of the Company, by delivering written notice to the Manager and the Members. Upon the Manager's removal, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The removal of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of such Member.

Section 7.09 Resignation of Manager. The Manager may voluntarily resign as the Manager. Upon such resignation, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The resignation of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of a Member.

ARTICLE VIII
EXCULPATION AND INDEMNIFICATION

Section 8.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean (i) each Member; (ii) the Manager, (iii) each officer, director, stockholder, partner, member, Affiliate, employee, agent or representative of each Member, and each of their Affiliates; and (iv) each Officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or is not made in knowing violation of the provisions of this Agreement.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information,
opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Michigan Act.

Section 8.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person’s “discretion” or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person’s “good faith,” the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 8.03 Indemnification.

(a) Indemnification. To the fullest extent permitted by the Michigan Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Michigan Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages,
judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the Business of the Company; or

(ii) such Covered Person being or acting in connection with the Business of the Company as a member, stockholder, Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or a knowing violation of the provisions of this Agreement. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud, gross negligence, willful misconduct or a knowing violation or material breach of this Agreement.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 8.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 8.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(e) Entitlement to Indemnity. The indemnification provided by this Section 8.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 8.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 8.03 and shall inure to the benefit of the executors, administrators, legatees and distributiones of such Covered Person.
(d) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person’s duties in such amount and with such deductibles as the Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 8.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) **Savings Clause.** If this Section 8.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 8.03 to the fullest extent permitted by any applicable portion of this Section 8.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) **Amendment.** The provisions of this Section 8.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 8.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 8.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person’s entitlement to indemnification for such Losses without the Covered Person’s prior written consent.

Section 8.04 Survival. The provisions of this ARTICLE VIII shall survive the dissolution, liquidation, winding up and termination of the Company.

**ARTICLE IX**
**TRANSFER**

Section 9.01 **Restrictions on Transfer.**

(a) Except as otherwise provided in this ARTICLE IX, no Member shall Transfer all or any portion of its Membership Interest in the Company without the written consent of a Majority in Interest of the no-transferring Members (which consent may be
granted or withheld in the sole discretion of such other Members). No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01(b) hereof.

(b) Notwithstanding any other provision of this Agreement (including Section 9.02), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the Michigan Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes;

(vi) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vii) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such
Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest," unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. The provisions of Section 9.01(a) shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to its Affiliate.

ARTICLE X
ACCOUNTING; TAX MATTERS

Section 10.01 Financial Statements. The Company shall furnish to each Member, as soon as available, and in any event within one hundred twenty (120) days after the end of each Fiscal Year, unaudited consolidated balance sheets of the Company as at the end of each such Fiscal Year and unaudited consolidated statements of income, cash flows and Members' equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year, prepared in accordance with GAAP, applied on a basis consistent with prior years, and fairly present in all material respects the financial condition of the Company as of the dates thereof and the results of their operations and changes in their cash flows and Members' equity for the periods covered thereby.

Section 10.02 Inspection Rights. Upon reasonable notice from a Member, the Company shall afford each Member and its Representatives access during normal business hours to (i) the Company's properties, offices, plants and other facilities; (ii) the corporate, financial and similar records, reports and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members (including the Manager), and to permit each Member and its Representatives to examine such documents and make copies thereof; and (iii) any officers, senior employees and public accountants of the Company, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company with such officers, senior employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Member and its Representatives such affairs, finances and accounts).

Section 10.03 Income Tax Status. It is the intent of this Company and the Members that this Company be treated as a partnership for U.S., federal, state and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 10.04 Tax Matters Member; Partnership Representative.

(a) Appointment. The Members hereby appoint the Manager as the "tax matters partner" (as defined in Code Section 6231 prior to its amendment by the Bipartisan Budget Act of 2015 ("BBA")) (the "Tax Matters Member") and the "partnership representative" (the "Partnership Representative") as provided in Code Section 6223(a) (as amended by the BBA). The Tax Matters Member or Partnership Representative may resign at any time if there is another Manager to act as the Tax Matters Member or Partnership Representative.

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(b) Tax Examinations and Audits. The Tax Matters Member and Partnership Representative are each authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Tax Matters Member or Partnership Representative, which authorization may be withheld by the Tax Matters Member or Partnership Representative in its sole and absolute discretion. The Tax Matters Member or Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

(c) BBA Elections. The Company will not elect into the partnership audit procedures enacted under Section 1101 of the BBA (the "BBA Procedures") for any tax year beginning before January 1, 2018, and, to the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures for tax years beginning on or after January 1, 2018 pursuant to Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any taxes imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

(e) Income Tax Elections. Except as otherwise provided herein, each of the Tax Matters Member and Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided, that the Tax Matters Member or Partnership Representative will make an election under Code Section 754, if requested in writing by another Member.

Section 10.05 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 7.03) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. The Manager shall provide the Members, for their review and comment, copies of all tax returns prior to the filing thereof. As soon as reasonably possible
after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 10.06 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XI
Dissolution and Liquidation

Section 11.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The determination of the Members to dissolve the Company;

(b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under the Michigan Act.

Section 11.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 11.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03 and the Articles of Organization shall have been cancelled as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is dissolved pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Michigan Act and the following provisions:

(a) Liquidator. The Manager shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.
(c) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) Third, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 11.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(c), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon consent of a Majority In Interest of the Members, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

Section 11.04 Cancellation of Articles. Upon completion of the distribution of the assets of the Company as provided in Section 11.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Articles of Organization in the State of Michigan and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Michigan and shall take such other actions as may be necessary to terminate the Company.

Section 11.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 8.03.
Section 11.06 Recourse for Claims. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member’s Capital Account, and such Member’s share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Liquidator or any other Member.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 12.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 12.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "Confidential Information"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.
(b) Nothing contained in Section 12.03(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Member; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 12.03 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 12.03 as if a Member; provided, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Member of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Member) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 12.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Member or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 12.03 shall survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the withdrawal of such Member from the Company, and (iii) such Member's Transfer of its Membership Interests.

Section 12.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in Schedule A (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04).

Section 12.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
Section 12.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 8.03(f), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 12.07 Entire Agreement. This Agreement, together with the Articles of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supercedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 12.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 12.09 No Third-party Beneficiaries. Except as provided in ARTICLE VIII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by a Majority in Interest of the Members. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement may be made by the Manager without the consent of a Majority in Interest of the Members or execution by the Members.

Section 12.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 12.01 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 12.14 hereof.
Section 12.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan.

Section 12.13 Submission to Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the State of Michigan, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Michigan. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by registered mail to the address set forth in Section 12.04 shall be effective service of process for any suit, action or proceeding brought in any such court.

Section 12.14 Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 12.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 12.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 8.02 to the contrary.

Section 12.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means
of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]
Schedule A
Pure Green, LLC
Member Schedule

Effective Date: January 1, 2018

<table>
<thead>
<tr>
<th>Member Name &amp; Address</th>
<th>Units</th>
<th>Capital Contribution</th>
<th>Membership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>1,000,000</td>
<td>$0</td>
<td>100.00%</td>
</tr>
<tr>
<td>4761 Tara Ct.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Bloomfield, MI 48323</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

The Company:
Pure Green LLC

By: __________________________
Name: Stephen Goldner
Title: Manager

The Members:

By: __________________________
Stephen Goldner
STAFFING PLAN

Summary of Job Creation, Compensation and Budget

As discussed in detail below, we anticipate creating approximately 59 jobs at our Orion Township Cultivation Facility.

<table>
<thead>
<tr>
<th>Type of Marijuana Facility</th>
<th>Proposed Location</th>
<th>Total Jobs Per Facility</th>
<th>Expected Annual Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Facility</td>
<td>Orion Township</td>
<td>59</td>
<td>$3,750,000.00</td>
</tr>
</tbody>
</table>

We pay our cultivation facility employees a minimum hourly wage of $15. We also provide a generous benefit package that includes the following:
- Health Insurance
- Paid Holidays
- Paid Time Off
- 401K Plan with 2% Match
- Performance Incentives

Out of our 3.75MM expected annual payroll, Pure Green expects to allocate $630,000 toward benefits for all full-time employees!

We intend to source our employees first from Orion Township, then into the surrounding regional area. Our job listings will always be listed in the Orion Township area first to accumulate as many qualified candidates as possible.

Attached is a table of the proposed positions at our Orion Cultivation Facility:

<table>
<thead>
<tr>
<th>Title</th>
<th>Quantity</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Director</td>
<td>1</td>
<td>$140,000</td>
</tr>
<tr>
<td>Cultivation Manager</td>
<td>1</td>
<td>$165,000</td>
</tr>
<tr>
<td>Assistant Cultivation Manager</td>
<td>1</td>
<td>$90,000</td>
</tr>
<tr>
<td>IPM Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Fertilization Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Propagation Lead</td>
<td>1</td>
<td>$60,000</td>
</tr>
<tr>
<td>Veg Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Cultivation Agents</td>
<td>27</td>
<td>$15/hr</td>
</tr>
<tr>
<td>QC Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Post Harvest Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Packaging / Distribution Manager</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Post Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Post Harvest / Packaging Agents</td>
<td>9</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Director of Operations</td>
<td>1</td>
<td>$175,000</td>
</tr>
<tr>
<td>Shipping / Receiving / Inventory Supervisor</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Position</td>
<td>Quantity</td>
<td>Rate</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------</td>
<td>--------------</td>
</tr>
<tr>
<td>METRC Agents</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>METRC / Compliance Manager</td>
<td>1</td>
<td>$80,000</td>
</tr>
<tr>
<td>Janitor</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>1</td>
<td>$135,000</td>
</tr>
<tr>
<td>Facilities Maintenance Manager</td>
<td>1</td>
<td>$65,000</td>
</tr>
<tr>
<td>Facilities Maintenance Assistant</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Admin / Front Desk</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Security Guard</td>
<td>1</td>
<td>$30/hr</td>
</tr>
</tbody>
</table>
10/01/2020

To Whom It May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing property coverage for Pure Green LLC at 180 Premier Drive, Orion Charter Township, MI 48359. General Liability coverage has already been secured.

Please contact me with any questions.

Thanks,

Pete Elliott

Vice President
Cell (734) 664-0472
Ph (313) 964-3750
Fax (313) 964-3850

Pete@dieboldinsurance.com

1535 6th Street | Suite 1
Detroit MI 48226

www.Dieboldinsurance.com
TO: The Charter Township of Orion Planning Commission
FROM: Tammy Girling, Planning & Zoning Director
DATE: January 29, 2021
RE: PC-2020-36 – PC-2020-37, Pure Green, LLC, Ordinance 154 Amended Application

As requested, I am providing suggested motions for the abovementioned project. Please feel free to modify the language. The verbiage below could substantially change based upon the Planning Commissions findings of facts for the project. Any additional findings of facts should be added to the motion below.

PLEASE NOTE: THIS SUGGESTED MOTION CAN BE USED FOR PC-2020-36 THROUGH PC-2020-37.

Ordinance #154

I move to grant/not grant approval of the amendment to the licensed marijuana facility applications PC-2020-36 and PC-2020-37 submitted by Pure Green LLC and approved by the Planning Commission on November 18, 2020, with such amendment providing for a replacement of the approved “Class C Grower Permit” with a “Excess Grower” permit with approval of the amendment conditioned upon the Licensed Marihuana Facilities Applications provided by the applicant to the Township otherwise remaining consistent with and identical to the original application presented and approved by the PC on November 18, 2020.
CHARTER TOWNSHIP OF ORION

2325 Joslyn Rd., Lake Orion MI 48360
www.oriontownship.org

PC-2020-36

ORION ORDINANCE 154 INITIAL PERMIT APPLICATION

Ordinance 154, Licensed Marihuana Facilities Ordinance

Pursuant to the Charter Township of Orion Ordinance 154, Licensed Marihuana Facilities Ordinance, the following application is intended to collect information and documentation establishing the applicant's conformance with the ordinance. All applicants should note that the approval of a Marihuana Permit will be based upon the accuracy and completeness of the information provided. In the event applications are received in excess of the permitted number of locations within the Ordinance or two or more applicants have similar qualifications, the Charter Township of Orion reserves its right to approve a permit which in the opinion of the Township best meets its goals and safeguards as set forth in the Ordinance. No financial or other right is established by the payment of the non-refundable application fee. All applications for renewal of a permit shall be reviewed per the standards set forth in the Ordinance. The Charter Township of Orion reserves the right to approve or deny the permit based upon the failure of any applicant to establish to the satisfaction of the Township any requirement, standard or goal of the Ordinance. The applicant understands this determination may involve a subjective interpretation of the application. Any permit granted by the Township is contingent upon the State of Michigan granting a state license for the specific license applied for under this ordinance.

SECTION A-APPLICANT

1. Name of Applicant: Pure Green, LLC
   Authorized Signer (of not an individual): Stephen Goldner

   Address of Applicant: 2056 Crooks Rd, Suite B
   Rochester Hills, MI 48309

   Phone Number: 248.920.8770

   Email Address: licensing@gloriouscanna.com

   Sole Proprietor ☐ Partnership ☐
   Corporation ☐ Limited Liability Company ☑
   ☐ Other: ________________________________

2. If entity is Sole Proprietor, state Owner/Proprietor's date of birth: ____________ and provide a copy of photo identification.

3. If other than Sole Proprietor, list name, address and date of birth of all owners and provide copies of photo identification and percentage of ownership.
4. Name and address, phone number, date of birth and photo identification of all anticipated employees of facilities not listed as owners. (This information must be provided and supplemented before any future employee not listed begins working at facility)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Stephen Goldner</td>
<td>4781 Tara Ct</td>
<td>03/18/1948</td>
<td>100%</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. If the Applicant or owner or any operator is a licensed caregiver under the Michigan Medical Marihuana Act, please list their name and address, and caregiver ID number issued by the State of Michigan. N/A

6. For any corporation or other legal entity who has a financial interest or affiliation with the requested permit, please state the following:

Name: ____________________________
Name of Authorized Signer: ____________________________
Address: ____________________________

Interest or Affiliation: ____________________________

SECTION B- FACILITY LOCATION

7. Name of proposed facility: Oakland Business Park, Building B

8. Location of proposed facility: 160 Premier Drive

Orion Charter Township, MI 48359
9. Please provide a preliminary floor plan sketch showing the location of all facility operations within an existing building, or for new construction a site plan for the parcel. Attach as Exhibit “A”
   ☒ Document(s) attached. If not attached, why not and when is applicant expected to supplement: ________________________________

10. With respect to the location of the facility, please state with specificity the exact location, address, suite number and, if necessary, the location of the facility within a building or the parcel of land. This location should include the distance in feet from each property line. Attach as Exhibit “B”
   ☒ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: _________

11. Please provide evidence of the Applicant’s property interest in the proposed location. Provide copies of documentation showing a legal and enforceable property interest. Attach as Exhibit “C”.
   ☒ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: _________

12. Please confirm and establish that the facility is located within the Township’s Industrial Park district ("IP"); is not within 1,500 feet of a church; is not within 2,000 feet of a residence located in the R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning Districts; is not within 2500 feet of a registered school and does not have ingress or egress on a street or road that has an average traffic volume in excess of 6,000 vehicles per day as calculated and reported by Southeast Michigan Counsel of Governments. Further, please show that the facility does not have an ingress or egress on a street or road that serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning District. For each of the above criteria, please attach any and all documents which will permit the Township to calculate compliance with the Licensed Marijuana Facilities Ordinance No. 154. At a minimum, provide a map showing the facility and measured distances (building edge to building edge). Attach as Exhibit “D”.
   ☒ Documents attached.
   If not attached, why not and when is applicant expected to supplement: __________

a) Is the Facility located in the Township’s IP (Industrial Park District) zoning district?
   ☒ Yes  ☐ No
b) Is the Facility more than one thousand five hundred (1,500) feet of any church in the Township?

☐ Yes    ☐ No

c) Is the Facility more than two thousand (2,000) feet of any residence located in an R-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes    ☐ No

d) Is the Facility more than two thousand five hundred (2,500) feet of any registered school within the Township.

☐ Yes    ☐ No

For 10-12 above, please provide a map showing the facility and measured distances (building Edge to building edge.)

e) Does the facility have an ingress or egress on a street or road that has an average traffic volume of six thousand (6,000) or less vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported nu the Southeast Michigan Council of Governments (SEMCOG) per the site semcog.org/Traffic-Counts?

☐ Yes    ☐ No

f) Does the Facility have an ingress or egress on a street or road that does not also serve as an ingress or egress to a residential road or property located in a TR-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes    ☐ No

Name of Facility ingress/egress Street or road: Premier Drive

13. Please state whether the Applicant will seek a variance from the Zoning Board of Appeals pursuant to Article 6(8) of the Orion Licensed Marihuana Facilities Ordinance No. 154.

☐ Yes    ☐ No

If variance will be sought, specify location category(s) pursuant to Art 6 (1)- (6):__________________________
For each category variance sought, state the percentage the applicant will seek: ____%  
(Not to exceed 15%)  

**SECTION C - FACILITY REQUIREMENTS**  

14. When available, submit to the Township a copy of the Applicant’s application for a license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs, for each facility permit requested.  
Attach as Exhibit “E”.  
☐ Document(s) attached.  
If not attached, why not and when is applicant expected to supplement: ______________  
Phase 2 application with the state of Michigan requires a permit and signed attestation from the municipality. We expect to submit our application with the state by November 1, 2020  

15. Is consumption and/or use of marihuana prohibited at the Facility?  

☐ Yes ☐ No  

16. Will all activity related to the Facility be done indoors?  

☐ Yes ☐ No  

17. Will all Marihuana contained within the building be in a locked Facility in accordance with the Michigan Medical Marihuana Act, MCL 333.26421 et seq., as amended (“MMMA”), the Michigan Medical Marihuana Facilities Licensing Act, MCL 333.27101, et seq., and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et seq., as amended (“MRTMA”) as amended?  

☐ Yes ☐ No  

18. Please set forth an operations statement, plan and or outline showing that all facility activities shall occur indoors and in a building which is locked.  
Attach as Exhibit “F”  
☐ Document(s) attached.  
If not attached, why not and when is applicant expected to supplement: ______________  

19. Will all necessary building, electrical, plumbing and mechanical permits obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices are located?  

☐ Yes ☐ No
20. When available and prior to the issuance of any permit, the Applicant must submit all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire department showing compliance with the Michigan Fire Protection Code and confirmation that the storage of any chemical, herbicide, pesticide and or fertilizer has also been approved by the Orion Fire Department.
Attach as Exhibit “G”.
☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________

21. In any portion of the structure where the storage of any chemicals such as herbicides, pesticides, and/or fertilizers, do you agree to be subject to inspection and approval by the Orion Fire Department to ensure compliance with the Michigan Fire protection Code?

☐ Yes □ No

22. Will you ensure that no other uses, other than accessory uses, will be permitted within the same Facility other than those associated with cultivating, processing, transporting or testing marihuana?

☐ Yes □ No

23. Please state and/or provide documentation showing the plan that all litter and waste will be properly and safely removed and will not constitute a source of contamination in areas where marihuana is exposed. Further, please include how the applicant will dispose of rubbish so as to minimize the development of odor and minimize the potential for development of waste odor and waste from becoming an attracted, harborage or breeding place for pests. Please include a detailed description of the ventilation system. Attach as Exhibit “H.”
☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________

a) Will litter and waste be properly removed and the operating systems for waste disposal maintained in an adequate manner so that they do not constitute a source of contamination in areas where marihuana is exposed?

X Yes □ No

b) Will floors, walls and ceilings be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair?

X Yes □ No
c) Will there be adequate screening or other protection against entry of pests, and will rubbish be disposed of so as to minimize the development of odor, minimize the potential for development of waste odor, and minimize the potential for waste becoming an attractant harborage or breeding places for pests?

X Yes □ No

d) Will all buildings, fixtures and other facilities be maintained in a sanitary condition?

X Yes □ No

e) Will each Facility center provide its occupants with adequate and readily accessible toilet facilities that will be/are maintained in a sanitary condition and in good repair?

X Yes □ No

24. Please state how the Applicant intends to avoid excessive noise, dust, vibrations, glare, fumes or odors detectable to the normal senses beyond the boundaries of the property. Attach as Exhibit "I".

☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________________

25. Please provide the plan and supporting documentation showing that all disposal systems for spent water and spent soil have been adequately and safely disposed of and accounted for.

Attach as Exhibit "J".

☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________________

26. Please provide a security and safety plan, and at a minimum showing the facilities surveillance systems and continuous monitoring systems of the entire premise as required by the ordinance.

Attach as Exhibit "K".

☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________________
a) Will the Facility continuously monitor the entire premises with surveillance systems that include security cameras operating 24 hours a day, 7 days a week, every day of the year, and will these recordings be maintained for a period of at least 30 days?

☑ Yes       ☐ No

27. Please state and/or show the exterior signage or advertising identifying the facility.
   Attach as Exhibit “L”.
   ☐ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: __________________________
   The facility will only show the numbers associated with its address.

a) Do you understand and agree that any exterior signage or advertising identifying the Facility as a marihuana facility is prohibited?

☑ Yes       ☐ No

SECTION D- BUSINESS OPERATIONS AND SECURITY

28. Active business operations shall not be open outside of the hours of 7am and 9pm.

<table>
<thead>
<tr>
<th>Active Hours of Operations:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
</tr>
<tr>
<td>Open</td>
</tr>
<tr>
<td>Close</td>
</tr>
</tbody>
</table>

29. Will security guards be provided? If yes, how many? ________

☑ Yes       ☐ No

30. Days and Hours security guards will be provided:

<table>
<thead>
<tr>
<th>24 Hrs*</th>
<th>Yes/No</th>
<th>Yes/No</th>
<th>Yes/No</th>
<th>Yes/No</th>
<th>Yes/No</th>
<th>Yes/No</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>6am</td>
<td>6am</td>
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*If any day is not 24 hrs., please enter Start and Finish times.
SECTION F- BACKGROUND

31. Have you previously operated in this Township or any other County, City, or State under a Medical or adult use Marijuana/Marihuana License or Permit?

☑ Yes ☐ No

32. Have any of the previously issued licenses or permits mentioned above been revoked or suspended?

☐ Yes ☑ No

If yes, provide an explanation for the revocation/suspension below.

________________________________________________________________________
________________________________________________________________________

33. Is the Applicant or Authorized Signer currently licensed by any governmental agency to engage in any business?

☑ Yes ☐ No

34. If yes to questions 31, 32, or 33, please list each such license or permit held, the city or state in which it is held, and expiration date thereof.

State of Michigan license to operate medical marihuana cultivation facilities.
________________________________________________________________________
________________________________________________________________________

35. Has the Applicant or any stakeholder been convicted or incarcerated for a felony within the past ten (10) years or ever been convicted of an illegal substance related felony?

☐ Yes ☑ No

If yes, list the associated criminal case number(s), the statute(s) violated, the date(s) of conviction, the date(s) of imposition of probation and/or parole, and the name and address of the sentencing court.
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

9
I HEREBY CERTIFY UNDER OATH AND PENALTY OF PERJURY THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION IS COMPLETE, TRUE AND ACCURATE. I UNDERSTAND THAT ANY OMISSIONS OR INACCURATE INFORMATION OF THE APPLICANT, MY AGENTS OR EMPLOYEES WILL DISQUALIFY MY APPLICATION FROM CONSIDERATION.

Applicant's Signature:  

Signed: Stephen Goldner  
Print Name: Stephen Goldner  
Title: Owner  
Dated: 10/26/2020  

If needed additional signatures:

Witness Signature:  

Signed: Aaron Fogelman  
Print Name: Aaron Fogelman  
Title:  
LIST OF DOCUMENTS TO PROVIDE WITH APPLICATION

(Where applicable, an attached document(s) may satisfy more than one requested document. If so, please identify the appropriate responsive Exhibit or document in the space provided.)

Application Documents

Exhibit A & B: Floor plan or drawings to scale and elevations as required by Orion Township Ordinance No. 154 with location plan showing surrounding area as required by Ordinance.
☑️ Document Attached. If not, why not: _______________________________________

Exhibit C: Copy of Proof of Ownership, Purchase Agreement, Lease, or options for the site where the Marihuana Facility will be operated. (If leased, signed document by owner consenting of the lease to the site for a Marihuana Facility).
☑️ Document Attached. If not, why not: _______________________________________

Exhibit D: Copy of map and/or other documents in response to question 15.
☑️ Document Attached. If not, why not: _______________________________________

Exhibit E: Copy of the Applicant’s application for license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs.

Exhibit F: Copy of operations statement, plan and or outline showing facility activities shall occur indoors and in locked building (question 21).
☑️ Document Attached. If not, why not: _______________________________________

Exhibit G: Copy of all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire Department showing compliance. (question 23)
☑️ Document Attached. If not, why not: _______________________________________

Exhibit H: Copy of plan for litter and waste removal and detailed description of ventilation system. (question 26)
☑️ Document Attached. If not, why not: _______________________________________

Exhibit I: Copy of plan to avoid excessive noise, dust, vibrations, glare, fumes or odors. (question 27)
☑️ Document Attached. If not, why not: _______________________________________

Exhibit J: Copy of plan and supporting documents showing disposal of spent water and soil safety plan. (question 28)
☑️ Document Attached. If not, why not: _______________________________________

Exhibit K: Description of a security and safety plan as required in the Orion Township Ordinance No. 154 for Licensed Marihuana Facility. (question 29)
☑️ Document Attached. If not, why not: _______________________________________

11
Exhibit L: Any proposed text or graphical materials to be shown on the exterior of the proposed facility. (question 30)
□ Document Attached. If not, why not: __________________________________________________________________________

Additional Documents

1. Copy of Articles of Incorporation or Limited Liability company or Partnership Agreement or assumed name certificate.
   ✔ Document Attached. If not, why not: __________________________________________________________________________

2. Copy of Internal Revenue Service SS-4 EIN confirmation letter.
   ✔ Document Attached. If not, why not: __________________________________________________________________________

3. Copy of Operating Agreement for LLC or Bylaws of Corporation of Partnership.
   ✔ Document Attached. If not, why not: __________________________________________________________________________

4. Staffing plan.
   ✔ Document Attached. If not, why not: __________________________________________________________________________

5. Proof of insurance showing compliance with Township Ordinance.
   ✔ Document Attached. If not, why not: __________________________________________________________________________

6. Executed Affirmation of Stakeholder
   ✔ Document Attached. If not, why not: __________________________________________________________________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I, _______Stephen Goldner_________, make this affirmation in support of the
   Application for a permit with the Charter Township of Orion for a Marihuana facility
   located at ______180 Premier Drive, Orion Charter Township, MI___________.

2. I affirm that I
   a. That I am at least 21 years of age.
   b. Have never been indicted or charged with or arrested for, convicted of, plead
      guilty, or nolo contendere to a felony or to a controlled substance related
      misdemeanor.

3. I have not previously had a business license permit or registration denied or revoked or
   suspended by Orion Township.

4. Dated: ______10/26/2020__________
   
   __________Stephen Goldner_________  
   Print name: __________Stephen Goldner_________
1. Type of Permit Requested:
   - Class "C" Grower Facility (medical)
   - Class "C" Grower Facility (adult-use)
   - Processing Center Facility (medical)
   - Processing Center Facility (adult-use)
   - Safety Compliance Facility (medical)
   - Safety Compliance Facility (adult-use)
   - Secured Transporter Facility (medical)
   - Secured Transporter Facility (adult-use)
   - Excess Grower
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: **Pure Green, LLC**

2. Date and Time Application accepted by Orion Township:
   - Date: **10/28/2020**
   - Time: **12:00 PM**

3. Initial Application shall include nonrefundable $5,000 application fee and $5,000 annual permit fee. ($10,000.00 total) The annual permit fee is refundable if permit is denied. The annual renewal fee will be in the amount set by resolution of the Township Board of Trustees in its schedule of fees.
   - ☑ $5,000.00 Non-Refundable Initial Application Fee paid on: **10/28/2020**
   - ☐ $5,000.00 Annual Permit Fee paid on: ____________________

Optional Inspections –To be Completed by Orion Township Clerks Office

- Building Department Inspection Date: ____________________ Signed by: ____________________
- Police Department Inspection Date: ____________________ Signed by: ____________________
- Fire Department Inspection Date: ____________________ Signed by: ____________________
A. & B. Facility Floor Plan
C. Lease Agreement
COMMERCIAL LEASE

This lease (the Lease), is entered into on November 1, 2020, between Premier Drive Tycoon I, LLC, with an address at 1615 S Telegraph Rd, Bloomfield Hills, MI (Landlord), and Pure Green, LLC, (Tenant) on the terms and conditions listed below.

1. Description of the Premises. Landlord owns the real property, improvements and any and all structures thereon located at 180 Premier Drive, Orion Township, MI 48359 ("Premises"), consisting of approx. 72,000 square feet. Tenant shall have the right to use the Premises to conduct its daily business operations and for any ancillary or related purposes including the operation of a marijuana business.

2. Basic Lease provisions. The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

(a) Term: 10 years
(b) Commencement Date: November 1, 2020
(c) Termination date: October 31, 2030
(d) Options: 1 option to renew for additional 10 years
(e) Monthly installment amount: $75,000 or $12.50 per square foot;
(f) Security deposit: $75,000.00
(g) Use: Tenant's desired business operation

(See §3)
(See §3)
(See §3)
(See §3)
(See §4)
(See §5)
(See §10)

3. Term. This Lease shall be for a term stated in section 2(a) commencing on the date stated in section 2(b) (the Commencement Date) and terminating on the date stated in section 2(c). The rent for the first month shall be prorated from date of occupancy, if the date of occupancy is after the first day of the month. Each succeeding lease year shall begin on the anniversary of the same date and continue until the termination of the Lease.

Provided that Tenant is not in default under this Lease at the end of the then current Lease term, Tenant shall have the right to renew the term of this Lease for the option period stated in section 2(d) by giving Landlord written notice of Tenant's intent to renew the Lease at least 120 days before the expiration of the then current term. The renewal shall be on the same terms and conditions as in this Lease, except that the minimum rent for each renewal term shall be increased by a percentage equal to the percentage increase in the Consumers Price Index (Bureau of Labor Statistics Washington, D.C., all Cities) (CPI) during the preceding term. The percentage increase shall be determined by comparing the latest available CPI before the Commencement Date of the Lease or the prior term, whichever shall apply, and the latest available CPI on or before the expiration of the immediately preceding initial or renewal lease term. The word “term” as used in this Lease shall include any renewal term.

4. Minimum rent. Tenant shall pay to Landlord as rent the sum stated in section 2(e), payable in monthly installments due in advance, on the first day of each month during the term of this Lease. All rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset.

If Tenant shall fail to pay any amount due from it to Landlord under this Lease when that amount shall be due, a one-time late charge of $50.00 shall be assessed and thereafter the amount of rent not paid shall be subject to a service charge until that amount is paid at the lesser of the rate of 5% per month or the highest rate permitted by law.
5. Security deposit. Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum stated in section 2.2 as a security deposit. The deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term of this Lease.

If Tenant fails to keep and perform any of its covenants of this Lease, Landlord at its option may appropriate and apply the entire deposit, or so much as may be necessary, to compensate Landlord for loss or damage sustained by Landlord due to Tenant's breach. If the entire deposit or any portion is appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant, Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the security to the original sum deposited. Tenant's failure to do so within 5 days after receipt of demand shall constitute a breach of this Lease.

6. Taxes. Tenant shall pay or cause to be paid all real property taxes and special assessments levied against the Building including the Premises. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the Premises.

7. Maintenance and repair. Tenant shall maintain and repair and keep the Premises in good condition and repair, including the exterior windows and the electrical system. Landlord shall, at tenants expense, make all other repairs and replacements to the Building, including those of a structural or capital nature. Landlord shall, at tenants expense, enter into an annual maintenance contract with a licensed heating and mechanical firm for the maintenance of the heating and air conditioning equipment during the term. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

Tenant shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition. Tenant shall be responsible for all repairs or replacements to the Building occasioned by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

8. Utilities. Tenant shall have all utilities servicing the Premises metered in its own name and shall pay all charges and deposits for the utilities provided to or used in the Premises during the term of this Lease. Tenant shall also pay 100% of the water and sewer bill. Landlord shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of Landlord.

9. Liability insurance. Tenant shall indemnify Landlord and save Landlord harmless from any liability or claim for damages that may be asserted against Landlord by reason of any accident or casualty occurring on or about the Premises. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of an amount as recommended by Landlord's insurance agent that, for the initial coverage, shall be not less than $1 million for injury or death to any one person, $3 million for injury or death to more than one person, and $500,000 regarding damage to property. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of any material change in or renewal of the policy. All insurance policies shall name Landlord and any persons designated by Landlord as insured parties.

Any insurance maintained by either party pursuant to this section or under this Lease shall contain a
clause or endorsement under which the insurer waives all rights of subrogation against the other party, its
agents or employees, regarding losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be at Tenant’s sole risk.

10. Use. Tenant shall use and occupy the Premises for the purpose stated in section 2(g) and for no other
purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use
the Premises for any purpose or in any manner in violation of any State law, local ordinance, rule or
regulation adopted or imposed by the City in which the Premises is situated. Tenant shall not deface or
injure the Premises or the Building, permit anything to be done on the Premises tending to create a
nuisance or to disturb other tenants in the Building, or permit any activity in the Premises that will result
in an increase of any premium, or cancellation of a policy, for insurance on the Premises or the Building.

11. Construction of leasehold improvements. Landlord grants Tenant express consent to construct
certain leasehold improvements as may be required for Tenant’s use. The cost of Tenant’s leasehold
improvements shall be paid for by Tenant. The improvements shall be constructed in a good and
workmanlike manner.

12. Operations. Tenant’s operations in conjunction with the Premises shall meet the requirements set
forth below.

a. Tenant shall keep all garbage and refuse in the kind of container specified by Landlord. If Landlord
shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at
Tenant’s cost. Tenant shall pay the cost of removal of any of Tenant’s refuse or rubbish.

b. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in any
pipes and fixtures.

c. Tenant shall keep the outside areas immediately adjoining the Premises clean and free from dirt and
rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or
merchandise in those areas. Tenant shall water and maintain any flowers, shrubs, and trees located
immediately adjoining the Premises.

d. Tenant shall only store and/or stock in the Premises goods, wares, and merchandise that Tenant intends
to offer for sale at retail.

e. Tenant shall conduct its business in the Premises in a dignified manner and in accordance with high
standards of store operation.

13. Restrictions on Tenant’s activities. Without Landlord’s written consent, Tenant shall not engage in
the activities listed below.

a. Tenant shall not operate all or any part of its business in the Premises in any manner that is inconsistent
with its intended use of the Premises.

b. Tenant shall not conduct any auction, fire, going-out-of-business, or bankruptcy sales in the Premises.

c. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending
machines or similar devices for the sale of goods, wares, merchandise, food, beverages, or service,
including, without limitation, pay telephones, pay lockers, scale, and amusement devices without Landlord’s prior written consent.

d. Tenant and Tenant’s employees and agents shall not solicit business in the parking or other common areas of the Building, nor shall Tenant or its employees or agents distribute any handbills or other advertising matter in or on automobiles parked in the parking area or in other common areas without Landlord’s prior written consent.

e. Tenant and its employees and agents shall not park any vehicle on the Building land except in areas that are designated by Landlord for that use.

14. Assignment and subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the prior written consent of Landlord. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease. Landlord’s right to assign this Lease is and shall remain unqualified. On any transfer of Landlord’s interest in the Premises in which the purchaser assumes all obligations under this Lease, Landlord shall be free of all obligations of Landlord under this Lease and shall not be subject to any liability resulting from any act or omission or event occurring after the conveyance. Tenant agrees to recognize the transferee as Landlord, and Tenant further agrees, at Landlord’s request, to execute and deliver such documents and estoppel letters as Landlord may request to assist in that transfer.

15. Estoppel letter. On not less than 10 days’ prior written notice from Landlord, Tenant shall sign and deliver to Landlord an estoppel letter that

a. certifies that this Lease is unmodified and in full force and effect (or, if modified, states the nature of the modification and certifies that this Lease, as so modified, is in full force and effect);

b. acknowledges that there are not, to Tenant’s knowledge, any uncured defaults on the part of Landlord or specifying the default if any are claimed;

c. certifies the date to which all forms of rent have been paid; and

d. certifies the amount, if any, of the security deposit paid to Landlord.

Tenant’s failure to deliver such an estoppel letter within the 10 days shall be conclusive on Tenant that

a. this Lease is in full force and effect, without modification except as may be represented by Landlord;

b. there are no uncured defaults in Landlord’s performance;

c. not more than one month’s rent has been paid in advance; and

d. no security deposit has been paid except as may be represented by Landlord.

16. Acceptance of Premises. The occupancy by Tenant of the Premises shall constitute an acknowledgment by Tenant that the Premises are then in the condition called for by this Lease.

17. Damage or destruction. If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable,
the same shall be repaired as promptly as possible with the insurance proceeds unless this Lease is
terminated. In the event of damage or destruction, if this Lease is not terminated, the rent shall be abated
proportionately to the loss of use suffered by Tenant.

If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other
casualty, and the cost of restoring the Premises to its condition prior to the damage shall equal or exceed
40 percent of its fair replacement value immediately prior to the damage, or if the Premises are damaged
by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by
giving Tenant written notice of its election to do so within 15 days after the date on which the damage
occurs. On the giving of notice, the Lease shall terminate as of the date on which damage occurred and
the rent shall be adjusted to that date. In default of notice by Landlord, this Lease shall continue and
Landlord shall cause the Premises to be repaired or restored with due diligence.

18. Condemnation. If the whole or any part of the Premises shall be taken by any public authority under
the power of eminent domain, the term of this Lease shall cease on that part to be taken from the day the
possession is acquired by the public authority and the rent shall be paid up to that date. If the portion of
the Premises taken substantially impairs the usefulness of the Premises for the purpose for which the
Premises were leased, Tenant shall have the right either to terminate this Lease or to continue in the
possession of the remainder of the Premises under the terms and conditions of this Lease except that the
rentals shall be reduced in proportion to the amount of the Premises taken, and in the latter event,
Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded
for the taking shall belong to and be the property of Landlord.

19. Alterations and signage. No improvements, alterations, additions, or physical changes shall be made
on the Premises by Tenant without the prior written consent of Landlord.

Tenant agrees that it will not place or maintain on any exterior door, wall, or window of the Premises any
signs, awning or canopy, or advertising matter, or other thing of any kind and will not place or maintain
any decoration, lettering, or advertising matter on the glass of any window or door of the Premises that is
not in conformity with all applicable governmental rules and regulations and the rules and regulations of
the Building as set forth by Landlord and further, without first obtaining Landlord's prior written
approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising
matter, or other thing as may be approved in good condition and repair at all times. Tenant further
acknowledges that Landlord may, at its option, regulate the lettering size, style, and color of Tenant's sign
so that all signs in the Building are of a like size, color, style of lettering, and like material. Tenant agrees
that it will conform its sign to that as regulated by Landlord for the general use in the Building, regardless
of how and in what manner Tenant normally designs its name for use in its sign and further regardless of
whether or not Tenant uses the form and style of its sign as a trademark.

All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of
Tenant shall be the property of Landlord and shall remain on and be surrendered with the Premises at the
termination of the Lease; provided, however, that Landlord may require that Tenant remove the
alterations and improvements and repair any damages to the Premises caused by the removal.

20. Remedies and default. If Tenant shall default in the payment of any sums to Landlord when due and
shall not cure such default within 7 days; or if Tenant shall default in the performance of any other
covenant or condition of the Lease and shall not cure such other default within 30 days after written
notice from Landlord specifying the default; or if Tenant or its agent shall falsify any report to be
furnished to Landlord pursuant to the terms of this Lease; or in case Tenant shall be adjudicated a
bankrupt or make any assignment for the benefit of creditors; then, in any such event, Landlord may
either (a) accelerate the full balance of the rental payable for the remainder of the term and sue for such sums or Landlord may terminate this Lease or (b) reenter the Premises, without terminating this Lease, and dispossess Tenant or any other occupant of the Premises and remove Tenant's effects and relet the same for the account of Tenant for such rent and on such terms as shall be satisfactory to Landlord, crediting the proceeds, first to the costs and expense of reentry, alterations and additions, and the expense of reletting, and then to the unpaid rent and the other amounts due during the remainder of the term. Tenant shall remain liable to Landlord for any unpaid balance.

In case suit shall be brought for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

21. Access to Premises. Landlord shall have the right to enter on the Premises at all reasonable hours to inspect and for access to the Premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises.

22. Rules and regulations. Landlord reserves the right to adopt from time to time rules and regulations for the operation of the Building that are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all those rules and regulations. Any such rules shall not dictate the days or time of business operation.

23. Waiver. The failure of Landlord to insist on a strict performance of any of the terms, covenants, or conditions of this Lease or rules and regulations of the Building shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions or rules and regulations. This Lease may not be changed, modified, or discharged orally.

24. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth above or to such other address as either party may furnish in writing during the term of this Lease.

25. Quiet enjoyment. Landlord covenants and agrees with Tenant, its successors, and assigns that on Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, have, occupy, possess, and enjoy the Premises for the full term of this Lease.

26. Subordination to mortgage. Any mortgage now or hereafter placed on the Premises shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination including, if requested, an estoppel letter as set forth in section 15. If Tenant fails to supply the estoppel letter, the provisions in section 15 to cover that failure shall apply. Notwithstanding the foregoing, Tenant's possession of the Premises under this Lease shall not be disturbed by any mortgagee, owner, or holder of note secured by a mortgage placed on the Premises, unless Tenant shall breach any of the provisions of this Lease and the lease term of Tenant's right to possession shall have been lawfully terminated in accordance with the provisions of this Lease.
27. **Building revisions by Landlord.** Landlord reserves the absolute right at any time and from time to time to make changes or revisions in the Building, including such changes to the parking lot, driveways, signs, and sidewalks, by making additions to, subtractions from, or rearrangements of the improvements in the Building, as long as the revisions do not materially affect Tenant’s use of the Premises.

28. **Holding over.** If Tenant remains in possession of the Premises after the expiration or termination of the Lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to month-to-month tenancy, except that the rent shall increase to 2 times the rent owing at the end of the lease term. The month-to-month tenancy shall be cancelable by either party on 30 days’ written notice to the other.

29. **Recording.** Tenant shall not record this Lease without the written consent of Landlord; however, on the request of either party the other party shall join in the execution of a memorandum or so-called “short form” of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall describe the parties, the Premises, and the term of this Lease and shall incorporate this Lease by reference.

30. **Captions and headings.** The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

31. **Applicable law.** This Lease shall be construed under the laws of the state of Michigan. Venue for any disputes under this agreement shall lie in Oakland, Michigan. If any provision of this Lease or the application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

32. **Successors.** This Lease and the covenants and conditions shall inure to the benefit of and be binding on Landlord, its successors, and assigns and shall be binding on Tenant and permitted assigns of Tenant.

33. **Effective date.** The parties have caused this agreement to be signed and shall be effective as of the day and year first above written.

*(signature page to follow)*
IN WITNESS WHEREOF, the parties have respectively signed and sealed this Lease as of the day and year first above written.

LANDLORD
Premier Drive Tycoon I, LLC
Signature: [Signature]
Name: Daryl Heller
Title: Owner

TENANT
Pure Green, LLC
Signature: [Signature]
Name: Stephen Goldner
Title: CEO
D. Zoning Survey
Residents
F. Operations Plan
PURE GREEN, LLC
Business & Operations Plan

PREAMBLE:
Pure Green, LLC ("Applicant") will strictly comply at all times with applicable state law and local ordinance codes, including rules and emergency rules that may, from time to time, be promulgated by the state or Orion Township. All business activities will take place indoors in a locked facility. Applicant has retained a law firm with established expertise in Michigan marihuana law to ensure continuing education and compliance with the laws as they evolve. The statements made in this application are made with a clear and thorough understanding of state and local requirements as they exist on the date of application, but the operations of Applicant will be amended to comply with all future derivations of the state and municipal laws.

I. OVERVIEW
Applicant is a Michigan limited liability company formed to operate twenty four (24) commercial marihuana GROWER (Class C) facilities whose primary mission is to provide a source of high-quality marihuana to processors and provisioning centers across the state of Michigan.

II. ADMINISTRATION
A. Location & Zoning
   i. Buffers
      a. The distances described are measured horizontally between the nearest property lines.
      b. The facility is not within 1,000 feet of any educational institution or school, college or university, church, house of worship or other religious facility, licensed child care, preschool, public library, or public or private park.

   ii. Applicant is leasing the property pursuant to the attached lease and the owner/lessor of the property authorizes the use of the property as a marihuana facility in the lease agreement, which is attached.

B. Organizational Structure
   i. Pure Green, LLC ("Company") is organized as a Michigan limited liability company and is in good standing.

   ii. The members, owners, directors, officers, and managers of the Company are:
       Stephen Goldner, Member-Manager
       4761 Tara Ct,
       West Bloomfield, MI 48323
There are no other named officers or employees of the Company at this time, and Applicant will supplement its application and notify the municipality if and when this changes.

iii. The members, owners, directors, officers, and managers of Applicant meet all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

a. No member, owner, director, officer, manager or any person having an ownership interest in the application has an interest in a secure transport facility license or a safety compliance facility license.

b. The Applicant meets all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

iv. The Applicant has never applied for been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked or not renewed.

C. Permits & Licenses

i. This Business and Operations Plan is submitted as an addendum to the applications for Ten Orion Township permits to operate a business and the Orion Township special use/site plan application.

ii. All operations in this Business and Operations Plan will comply with regulations issued by the Department of Licensing and Regulatory Affairs (LARA).

iii. Applicant intends to apply for, obtain, operate, and comply with a state license to operate a grower facility under the MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MRTMA and all applicable permits and licenses from Orion Township.

v. Upon granting of a permit to operate a grower facility, Applicant will prominently display the original Orion Township permit at the Permitted Premises in a location where it can be easily viewed by the public, law enforcement, and administrative authorities.

vi. At all times the facility will hold a valid local Permit and State Commercial Marihuana Facility License for a Grower.

vii. In addition to complying with the Orion Township Ordinance Authorizing and Permitting Commercial Marihuana Facilities, Applicant will comply with all Township Ordinances, including without limitation, the Township Zoning Ordinance, as well as the requirements of the County Road Commission, County
Building Inspector, County Drain Commissioner, District Health Department, Soil Erosion Officer, County Conservation Service, areas fire departments, Michigan Department of Natural Resources, Michigan Department of Environmental Quality, and any other applicable township, county, state and federal statutes.

viii. Applicant will have available, at all times, documentation that local and State sales tax requirements, including any requirement for a license, are satisfied.

ix. Applicant will provide updated operational and security plans to Orion Township upon request and prior to any proposed changes in its operations.

D. Inspections
i. Applicant will provide access to the facility for inspection to any federal, state, or local law enforcement officer to ensure compliance with the permit.

ii. Applicant consents to inspections as required in the MMFLA and pursuant to the Orion Township ordinance.

III. OPERATIONS
Applicant proposes ten (10) state-licenses in a single marihuana grower facility for the cultivation, drying, trimming, curing, and packaging of marihuana for sale to a processor or provisioning center pursuant to the requirements and restrictions of the Marihuana Facilities Licensing Act, PA 281 of 2016, and all future derivations thereof. This facility will be located in a secure industrial facility.

A. Compliance with State Regulations
Applicant will meet all operating regulations established by LARA and the Marihuana Licensing Board for Growers, including without limitation, any standards, procedures, and requirements for:

i. quality control
ii. chain of custody
iii. marihuana storage
iv. waste disposal
v. labeling and packaging
vi. storage of chemicals

B. Description of the Facility
Applicant's facility will be used exclusively for the cultivation, drying, trimming, curing, and packaging of legal usable marihuana for sale to processors or provisioning centers.

C. Entry to Facility
Generally, the public will not be allowed entry to the facility. Notwithstanding the forgoing, Applicant will not allow entry to the facility to anyone under the age of 18.
D. Employees
Applicant anticipates having between fifteen (15) and (65) full and part-time employees, as many as possible of whom will be local community residents. None of Applicant's employees will be registered primary caregivers during the employment with Applicant. Please reference the staffing plan for a detailed list of potential positions.

E. General Policies
   i. Applicant will only sell or transfer marihuana to a processor or provisioning center.

   ii. Applicant will only use secure transporters in the distribution or exchange of marihuana or currency with processors or provisioning centers.

   iii. Applicant will not promote the unlawful use of marihuana or any other drug or provide or otherwise make marihuana available to any person who is not legally authorized to receive Marihuana under state law.

   iv. No owner, the Applicant, or any employee of Applicant will grow marihuana in the Permitted Premises for his or her own use.

   v. The following activities are prohibited on the Permitted Premises:
      a. the sale, consumption, or use of alcohol, or controlled substances;
      b. smoking or consumption of marihuana.

F. Cultivation Plan
   i. Propagation
      a. Lighting
      b. Watering
      c. Nutrient Application
      d. Integrated Pesticide Management

   ii. Harvesting and Trimming

   iii. Drying and Curing

   iv. Packaging

   v. Distribution
      a. All marihuana products will be validated from a verified transport manifest, created from the statewide monitoring system. The manifest includes a detailed form with the number of packages and detailed content for confirmation/validation with secure transporters and purchasers of the shipment (processors or provisioning centers).
      b. Each transport shipment will be processed in the following manner:
         1. Entry of shipped inventory into the statewide monitoring system.
         2. Confirmation with Secure Transporter of valid and verified transport manifest, including product count, weight of each package or item.
c. State certified scales will be used to verify and weigh all marihuana, in whatever form.

G. Inventory Management

i. Applicant will not control or have on the Permitted Property an amount of marihuana plants or usable marihuana that exceeds any amount permitted by the state License or the Township permit.

ii. Tracking and Monitoring
Applicant will use a third-party inventory control and tracking system to interface with the statewide monitoring system. The third-party inventory control and tracking system will have the capabilities necessary to comply with the requirements applicable to a grower licensee:

   a. Track all marihuana plants and packages;
   b. Track lot and batch information throughout the entire chain of custody;
   c. Track transportation of product;
   d. Track marihuana waste;
   e. Track all marihuana product transfers;
   f. Track sales and returns;
   g. Track marihuana plant, batch, and product destruction;
   h. Perform batch recall tracking;
   i. Report and track loss, theft, or diversion of marihuana products;
   j. Receive testing results electronically from a safety compliance facility;
   k. Provide access to state agencies and law enforcement as required;
   l. Report all inventory discrepancies.

iii. Applicant will enter all transactions, current inventory, and other information into the statewide monitoring system as required by the MMFLA, the Marihuana Tracking Act, and any associated regulations.

iv. Inventory reconciliation - At the end of each day, physical inventory counts will be reconciled with the third-party inventory control and tracking system.

v. Returns

H. Quality Control

i. Sampling (by Licensed Safety Compliance Facility)

ii. Batch Testing (by Licensed Safety Compliance Facility)

iii. Transport to Safety Compliance Facility (by Secured Transporter)

I. Signage and Advertising
i. Applicant has no proposed signage at this time, but will amend this plan accordingly and provide the township with its sign permit application if and when it does wish to propose signage.

ii. Applicant will not display pictures, photographs, drawings or other depictions of Marihuana or Marihuana Paraphernalia on the outside of the Permitted Premises, nor will such pictures, photographs, drawings, or other depictions of Marihuana or Marihuana Paraphernalia be visible outside of the Permitted Premises on the Permitted Property.

iii. The words "Marihuana, "or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana will not appear on the outside of the Permitted Premises, nor will "Marihuana, "or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana be visible outside of the Permitted Premises on the Permitted Property.

J. Visibility of activities
i. All activities of the facility, including without limitation, the cultivation, harvesting, trimming, drying, curing and packaging of Marihuana, and all other related activity permitted under Applicant’s License or Permit will occur indoors.

ii. No marihuana or paraphernalia shall be displayed or kept in the facility so as to be visible from outside the Permitted Premises.

K. Security
i. Plan
Applicant will maintain, at all times, a centrally-monitored security and alarm system on the premises that meets or exceeds state regulatory requirement.
Applicant will maintain policies and procedures to include:

- Regular drills of the security protocols and emergency plans;
- Controlled and restricted access to the Permitted Property and Permitted Premises to employees, agents, and owners of Applicant, and law enforcement or state or local authorities as necessary to ensure Applicant’s compliance with state and local laws.
- Internal and external cameras with 24-hour monitoring and off-site recording;
- Installed panic buttons
- Limitations on the amount of currency and marihuana stored onsite;
- Cooperation and coordination with local law enforcement;
- Permitted premises will only be able to be accessed through a combination of security locks and access codes; and
- The ability to remain operational during a power outage with battery back-up.

ii. Security Surveillance Cameras
Security surveillance cameras will be installed to monitor all entrances, along with the interior and exterior of the premises, which will capture all areas of the property unless otherwise prohibited by law, including unobstructed video surveillance of all enclosed areas, unless prohibited by law, including all points of entry and exit that shall be appropriate for the normal lighting conditions of the area under surveillance.

iii. Security Recordings and Documentation
   a. All security recordings and documentation will be preserved for at least 30 days and made available upon request by any law enforcement.

iv. Robbery and Burglary Alarm System
   Applicant will employ an alarm system that meets state requirements and obtains state approval. Specifically,
   a. Applicant will employ a centrally alarmed and monitored security system that will be monitored 24 hours a day, 7 days a week for the Permitted Premises pursuant to the attached service agreement.
   b. There will be a perimeter alarm on all entry points and perimeter windows of the Permitted Premises
   c. A failure notification system will provide an audible, text, or visual notification of any failure in the surveillance system. A panic button and alarm will directly notify the local law enforcement agency having primary jurisdiction.

v. Storage of Marihuana and Currency
   a. Applicant will store usable marihuana that is not otherwise in the process of being dried, trimmed, cured, packaged, or distributed including packaged and un-packaged usable marihuana, and currency in a secured locked safe that is permanently affixed to the premises.

L. Ventilation Plan/Air Filtration System
   i. Applicant’s facility operation and design will provide sufficient measures and means to minimize any impact to adjacent uses, including the control of odor by maintaining and operating an air filtration system so that no odor is detectable outside the Permitted Premises.
   ii. Applicant’s equipment and methods to control odor include a comprehensive air filtration system, consisting of
       a. Activated Carbon Filters.
       b. Heavy Duty Ventilation Fans.
   iv. Details and specifications of the equipment used for Applicant’s ventilation and air filtration plan are attached.
v. The total enclosed space in which harvested marihuana will be stored amounts to approximately 300 sq. feet. Applicant will use an advanced filtration system rated appropriately for the area.

vi. The air filtration system will be maintained in working order at all times and will be in use at all times. Filters will be changed a minimum of once every 365 days.

vii. In addition to the use of an air filtration system, Applicant will mitigate odors by keeping doors and windows closed at all times, except the minimum amount of time needed to allow ingress and egress to the building.

M. Toxic/Flammable/Hazardous Materials
i. Applicant's use of toxic, flammable, or other harmful, hazardous, or combustible materials will be limited to plant nutrients and pesticides and cleaning products. The facility may use the following nutrients and pesticides:
   a. CocoTech Bloom A
   b. CocoTech Grow A
   c. cocoTech Premier Nutrient
   d. FloraBloom Nutrient System
   e. FloraGrow Nutrient System
   f. Golden Tree Plant Food.
   g. Nutra Green 5-10-5 plus Micronutrients Foliar Spray
   h. Diatomaceous Earth
   i. Neem Oil
   j. PyGanic Pro Pyrthrin 5% MGK Miticide

ii. The facility may use the following commercial cleaning products, along with the following household products: materials regulated by government agencies:
   a. Ultra Dawn Lemon Dish Soap
   b. Nature's Source Toilet Bowl Cleaner
   c. Fantastik Antibacterial Heavy Duty All Purpose Cleaner
   d. Windex Original Glass Cleaner
   e. Novo Foaming Instant Hand Sanitizer
   f. QuickSan Food Contact and Surface Sanitizer

iii. The materials will be stored in secured and ventilated cabinets. All combustible or reactive materials will be stored separately.

iv. Materials will be handled, stored, and disposed according to specifications in each Material Safety Data Sheet.

v. Material Safety Data Sheets are attached. (Exhibit “4”).
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA and applicable local ordinance guidelines to prevent the waste marihuana from being possessed or ingested by any person and animal.

i. Applicant’s current, preliminary waste disposal plan consists of shredding and grinding damaged and unusable plants, roots, seeds, stalks and harvested marihuana and mixing it with one of several lawful over-the-counter products, such as sawdust or cat litter to render it unusable, unrecognizable, and unpalatable, and then discarding in secured bags as part of its solid waste disposal.

ii. The State of Michigan’s Marihuana Licensing Board may require or suggest as a part of its regulations, expected sometime in November, one or more alternative waste disposal options including, but not limited to, waste disposal through the secured transporter system, waste mitigation through THC extraction methods (rendering the marihuana waste product inert) or some other method. Applicant warrants that it will comply with all state and local requirements as to waste disposal, but further commits to its current preliminary plan to render all marihuana waste unrecognizable, unusable and inaccessible regardless of state or local requirements.

IV. COMMUNITY RESPONSIBILITY AND CONCLUSION
Although marihuana has been used as a medicine across the globe for hundreds of years, its commercial production and sale is new to us, this state, and your community. We appreciate the opportunity to show Orion Township that Marihuana can be safe and accessible to a community while providing jobs and local economic growth. We look forward to being productive and responsible community partners, and will work with the Township toward that goal.
G. Township Permits & Compliance
Charter Township of Orion
2325 Jostyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTIONS AND VIEW RESULTS ON-LINE
http://AccessMyGov.com


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Fee Total: 6,875.00

Inspector:
BRIAN CLAYCOMB
(248) 830 9005
mechinspector@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET
NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion
2525 Joslyn Rd    Lake Orion, MI 48360    PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTIONS
AND VIEW RESULTS
ONLINE
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Work Description: Interior build out of existing "Building B" shell for operation as a grow and cultivation facility

Stipulations:
Estimated Cost: $6000000.00

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Fee Total: $0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

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POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion

2525 Jostyn Rd  Lake Orion, MI 48360  PH 248.391.0304  Ext 6000

BUILDING DEPARTMENT

SCHEDULE INSPECTIONS
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Electrical
PE20-109


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Work Description:  Wiring grow facility

Stipulations:

Estimated Cost:  $0.00

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Fee Total:  0.00

Inspector:

BILL HYDER
(248) 866 3373

elecinspect@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

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POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion  

2525 Joslyn Rd  Lake Orion, MI 48360  PH 248 391.0304 Ext 6000  

BUILDING DEPARTMENT  

FIRE SUPPRESSION  

PFS20-021  

SCHEDULE INSPECTION  

Please call the  

Fire Department  

248-978-5143  

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Work Description: Building B  
Fire Suppression  
Please contact Jeff Williams to schedule your inspection  

Stipulations:  
Estimated Cost: $0.00  

Inspector:  
Jeffrey Williams  
jwilliams@oriontownship.org  

I agree this permit is only for the work described and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire and become null and void if work is not started within 180 days or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.  

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NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion  
2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000  
BUILDING DEPARTMENT  

Plumbing  
PP20-083  

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**Type of Construction:**  
**Occupancy Group:**  
**Edition of Code:** 2015 MPC  

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<td>EDWARD LEE 631 OAKLAND AVENUE PONTIAC MI 48342</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
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**Work Description:** Underground plumbing for grow rooms and sanitary lines for new bathroom group, hot and cold city water.

**Stipulations:**  
**Estimated Cost:** $0.00  

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**Fee Total:** 0.00  

**Inspector:**  
TOM KATICH  
(248) 343 2012  
plmbinspector@oriontownship.org  

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 110 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.
H. Litter & Waste Removal Plan
Litter & Waste Removal Plan

All biological waste product will be rendered unrecognizable by grinding it in an industrial grinder and combining it with other non-consumable solid waste, including the media in which we cultivate plants, Rockwool. The inclusion of inert material renders the combined solid waste unusable. All waste will be stored in a locked dumpster that is emptied at minimum once per week.

The company intends to employ particulate filtration in areas where waste is stored and processed, which minimizes potential exposure and impact to the outside environment. The facility, which is designed around large water chillers, is designed to circulate air rather than ventilating it. This process helps to avoid excess exposure of odors to the surrounding community.
I. Noise, Dust, Vibrations, Glare & Fumes Plan
Noise, Dust, Vibrations, Glare, Fumes or Odors Plan

Excessive Noise, Dust, Vibrations, Glare and Marijuana odors emanating from our facilities are a valid concern for the community and our neighbors. This plan details the measures deployed to ensure that minimal noise, dust, vibration, glare, fume or offensive odor is emitted from the facility, the response if it occurs, and that the measures remain effective over time.

This plan is our commitment to the Orion Township that we will be in compliance with regulations of the city and the administrative rules and that we will not operate in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property.

We will not vent noxious dust, odors, gases or fumes to surrounding areas.

We will mitigate dust and noxious odors by engaging in the following activities:

1. Adequate design measures to seal the building;
2. Utilizing a heating, ventilation, and cooling (HVAC) System designed to move an appropriate amount of air (cfm) throughout the facility to disperse odors;
3. Using industry leading MERV-13 HEPA filters in addition to FILTR, Blue Zone & Puradigm units in each room throughout the facility.

I. DESIGN MEASURES TO SEAL THE BUILDING

We intend to renovate our building in a manner that focuses on effectively sealing all interior rooms and exterior access points. Each room is enclosed in 12" interlocking insulated panels which are designed to form an airtight seal. For additional protection, butyl caulk is applied at each joint to accommodate any flaws in the panels.

Caulk is also applied to seal any openings into the panels, including plug outlets, doorways, sprinklers, and anything else that could allow air flow. Our doors are fiberglass, weather stripped and employ a drop seal to press additional weather stripping against the floor when closed to maximize the seal all the way around.

II. MERV-13 HEPA FILTRATION SYSTEM

The purification of air throughout our facility is a top priority for both the health of the plants and the environment we subject our employees and the local community to. In an effort to target and reduce contamination, mold, bacteria, odor, dust, and fumes, we employ a variety of filtration systems in all rooms where marihuana plants are grown.

Each room will utilize clean room grade HEPA filtration units filtering down to 0.01um and providing up to 5 complete air changes per hour. These units also utilize a carbon filter which focuses directly on the removal of smells and volatile organic compounds.

In addition to the HEPA filters, each room will have Puradigm units to help reduce airborne and surface contaminates, and Agrify Bluezone UV filtration units, known to destroy 99.9%+ of both bacteria and mold. Both of these systems aid in odor elimination and containment.
As filters age, they become clogged with impurities, and ultimately less effective. As such, we will develop a maintenance schedule to inspect the filtration units regularly and to replace them per the manufacturer's recommendation or at an expedited pace based on their usage in these environments.

III. VIBRATION MITIGATION

Exterior mounted cooling equipment is mounted on isolation pads to dramatically reduce vibrations that would otherwise be created by such large equipment.

IV. EVALUATING THE EFFECTIVENESS OF NOISE, DUST, VIBRATIONS, ODOR & FUME CONTROL MEASURES

Key site leadership roles will be trained to assess the production and escape of odors, dust, fumes and glare from the facility. We also anticipate a strong and friendly relationship with the local communities and will welcome feedback about any exhaust from the building. Should these assessments or the community ever determine that our levels are beyond acceptable, we will re-evaluate this plan and engage professionals to further refine our practices and properly mitigate the problem.
J. Spent Water & Soil Safety Plan
Spent Water & Soil Safety Plan

Wastewater Treatment Plan:
Wastewater generated during the cultivation of marihuana or marihuana products shall be disposed of in compliance with all applicable state and local laws and regulations. Despite the amount of water used in the cultivation process, there is very little water waste. The majority of water is used by the plants or evaporated out of the collection dishes upon which the plants sit. Any water that is used to rinse the plants or clean the facility or for any other purpose shall be rendered clean through both reverse osmosis and UV light after standard filtration methods, and either reused by the facility or discharged through a monitoring man hole where it can be monitored to comply with all local ordinances.

The Cultivation Facility will include an Ecowater RO purification system. Ecowater Purification Systems are the leading water filtration manufacturer in the industry, helping cultivators diagnose and solve every water problem imaginable. Ecowater designs systems to treat any water source including city water, well water, nutrient runoff water, wastewater, and condensate runoff.

Soil Safety Plan
The cultivation facility will not use soil – instead, all media for the purposes of growing plants will be rockwool, a lightweight hydroponic substrate made from spinning molten basaltic rock into fine fibers which are then formed in a range of cubes. This product will be disposed of through the grinder and mixed with biological waste in a locked dumpster.
K. Security Plan
SECURITY PLAN

Pure Green is committed to being a leader in Michigan’s cannabis industry and a trusted resource for the communities, consumers and clients we service. Essential to fulfilling this commitment is our ability to effectively protect our product from criminal repurposing throughout the facilities.

This Security, Surveillance and Diversion Prevention Plan details the physical and electronic security measures we employ to deter, detect, and inhibit the theft, diversion, and loss of Marijuana, and to prevent unauthorized conduct with respect to the storage and dispensing of Marijuana.

We have extensively researched and designed our Grow Facility to maximize security. The facility shall be built with enhanced security and stringent safety features to eliminate any potential for diversion. Our facility will be equipped with numerous motion sensors and exterior intrusion sensors that will be linked to local law enforcement. To prevent unauthorized entry and stop diversion, theft, or loss of marijuana, every square inch of the facility shall be continually monitored by high definition security cameras and commercial-grade equipment. Security systems will be positioned so they closely monitor activities at strategic risk points and watch for any strange behavior or movement. Marijuana shall not be visible to any person from the exterior of the Grow Facility.

We will create a culture of responsibility, accountability, and strict security surrounding all aspects of the facility. The stringent operating procedures outlined below demonstrate a commitment to employee and public safety above all other operating values. From receipt to sale, we are committed to preventing diversion by implementing a comprehensive security strategy. Employees will be extensively trained to understand that security is a primary obligation for everyone at our facility.

We will have comprehensive security policies and procedures for the Grow Facility, which address measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the facility. Employees will receive on-going training regarding our security protocol and the Site Manager shall ensure all employees follow policies and procedures regarding the security of the facility. The Site Manager shall implement and maintain employee training policies and procedures for security training. All employees shall aid in the security of the Grow Facility through prevention, awareness, reporting, and responsible incident management. All employees shall be required to immediately report security breaches and incidents of non-compliance to their supervisor, and in case of sudden emergency, immediately to law enforcement by either striking a panic button or calling law enforcement directly.

We will make our facility available and open to inspection, at all times, for law enforcement, representatives of the Department and law enforcement, when necessary to perform their duties.

PHYSICAL SECURITY

The facility shall be designed to maximize security and stop the potential for diversion. Access to the secure facility shall include safety and security mechanisms that prevent unauthorized entry. All doors will be burglary-resistant material, with commercial-grade, non-residential locks. Additionally, exterior doors, as well as limited access area entries, will be automatic locking and equipped with electric strike and keycard access hardware. All doors are setup to fail secure, which means in the event of a power failure, the doors will remain locked and only be accessible via a master key.
The Grow Facility’s main entrance vestibule shall include a mantrap to control passage from the public access area to the limited access area. We will strive to install Underwriter’s Lab (UL) approved locks and lock cylinders, which are rated as burglary resistant. We will also install local alarms on all fire exits and other perimeter doors not authorized for employee or visitor use. Our alarm system will be monitored after business hours with live monitoring through a licensed security monitoring company. If there are ever any after-hours issues, the live monitoring system will be linked directly to law enforcement and the Site Director, among other key personnel.

We shall ensure that trees, bushes, and other foliage outside of the premises do not allow people to conceal themselves from sight. The surveillance system’s cameras shall be capable of certain identification of persons (including facial features), license plates, vehicles, the immediate surrounding areas, and any activities occurring within any area of the premises, and the parking area, and within twenty feet (20’) of all entry and exit points of the premises. Cameras will cover every square inch of the facility.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.

**LIGHTING**

Exterior lights at all points of entry and exit shall remain constantly illuminated to allow for recording. Lighting on the outside perimeter shall allow cameras the ability to record any suspicious activity. Timed-delay switches shall be used to turn off non-essential interior lights, which shall not remain lit after employees have left the facility. Motion detecting lights shall be installed in areas that are entered and exited infrequently. The exterior of the facility shall be lit by commercial LED light fixtures sufficient to facilitate twenty-four-hour surveillance. Exterior lights in the parking area will remain on from dusk until dawn.

**SECURITY EQUIPMENT**

Our security equipment shall be designed, installed, and maintained to deter and prevent unauthorized entrance and theft of marijuana products at the facility. Security equipment shall be installed by a commercial, licensed service provider. All equipment shall be compliant with Department rules and all state and local laws, regulations, ordinances, and other requirements.

**ENTRY AND EXIT ELECTRONIC EQUIPMENT AND PLACEMENT**

Our entry and exit electronic access equipment will consist of the following:

- Electric strike locks on all doors in the Grow Facility with the ability to override access control for emergency exit even during a power outage.
- RFID proximity card access control devices for all interior doors and all exterior entrances and exits into the Grow Facility.
- Access control system that allows for programming or uploading individual user permissions and allowed entry times, as well as operations-specific information including employee photos.
- A backup power supply system that immediately provides power for at least twenty-four (24) hours in the event of a power outage.
- Main system operating equipment will be kept in the security room, a limited access area.
• Access control system that monitors and records:
  • Identification of employees or visitors entering and exiting.
  • Date and time of entry and exit.
  • Length of time in specific area.
  • Any unauthorized attempts for access.

ALARM SYSTEM

We shall have a professionally monitored security alarm system installed at our facility. Monitoring of the alarm system shall be twenty-four (24) hours a day, seven (7) days a week. We shall notify the Department of any intent to change our security alarm service provider. Upon request, we will make available to the Department all information related to the alarm system, monitoring, and alarm activity. The alarm system shall consist of the following:

• Appropriate equipment necessary to monitor activity inside and outside the Grow Facility, including:
  • All entrances and exits.
  • Roof hatches.
  • Rooms with exterior windows.
  • Rooms with exterior walls.
  • Rooms containing marijuana.
  • Rooms containing safes or vaults.
• A backup power supply system that immediately provides power in the event of a power outage.
• Main system operating equipment is kept in the Main Office Surveillance/IT Room, a limited access area.
• All telephone junction boxes or rooms where alarm telephone circuits terminate are locked, tamper-protected, and all labels or tags identifying these alarm circuits have been removed.

ALARM SYSTEM COMMUNICATION

The alarm system shall include an electronic or mechanical system that, upon activation, is programmed to send a prerecorded voice message, via telephone, radio frequency, or other communication system, to appropriate law enforcement authorities or other emergency services. In addition, the alarm system shall be equipped with a failure notification system that notifies the alarm monitoring service provider of the system failure via audio, text, visual, or audiovisual message, within a maximum of five (5) minutes of such failure.

ALARM SYSTEM TESTING

We shall bi-annually conduct an onsite inspection and test of the entire alarm system to determine needed repairs and adjustments.

ALARM SYSTEM RECORDS

We shall keep and maintain alarm system records and will make available to the Department all
information related to the alarm system, monitoring, and alarm activity. These records shall include the following:

- The name of the alarm installation and monitoring service provider.
- Copies of service contracts.
- A map of the Grow Facility showing the location and operation of each alarm system component including alarm telephone circuits.
- A list of authorized users.
- Manufacturers’ instructions for operating and maintaining the equipment.
- Testing and maintenance logs.
- Reports of any incidents triggering an alarm.
- Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

SURVEILLANCE SYSTEM

We shall have a fully operational electronic surveillance system installed at our facility. We shall notify the Department of the intent to make any changes to the surveillance system. Upon request, we will make available to the Department all information related to the electronic surveillance system installed at our facility. The surveillance system shall consist of the following:

- Appropriate equipment necessary to video record activity inside and outside the Grow Facility, including:
  - All entrances and exits into and out of the Grow Facility.
  - Roof hatches or skylights.
  - Rooms with exterior windows.
  - Rooms with exterior walls.
  - Rooms containing safes or vaults.
  - All entrances and exits of security rooms and limited access areas.
- Appropriate equipment to record keycard entry and exit activity of all our employees and visitors.
- A backup power supply system that immediately provides power in the event of a power outage.
- A dedicated safe or vault to store all entry/exit records and video recordings in the Office Surveillance/IT Room, in a limited access area.
- Main system operating equipment is kept in the main office Surveillance/IT Room.

VIDEO SURVEILLANCE EQUIPMENT

Our video surveillance equipment will consist of the following:

- Network video recorders with a record rate of a minimum of thirty (30) frames per second.
- Cameras with a minimum resolution of 1920 x 1080 pixels.
• Cameras with infrared capabilities to capture images in low or no lighting conditions.
• Cameras with capabilities to identify activity occurring within twenty feet (20') from all points of entry and exits into and out of the exterior of the Grow Facility.
• Video monitors.
• Digital archiving device.
• Capabilities to produce a color still photograph from any camera image, live, or recorded.
• Capabilities to accurately display the time and date on recorded images or video
• Color printer that can immediately produce a clear, color still photo, either live or recorded, with a resolution of 9600 dpi and the image quality is relative to the camera being used to capture the image.

CAMERA COVERAGE PLACEMENT

We will install at least One Hundred (100) security cameras. The security cameras will be permanently mounted and in a fixed location. Each camera at the Grow Facility shall be placed in a location that allows the camera to clearly record activity occurring within twenty feet (20') of all points of entry and exit on the Grow Facility. The cameras will cover every square inch of the facility. The cameras shall allow for the clear and certain identification of any person, including facial features, and activities, including sales or transfers, in all areas of the Grow Facility. The security cameras shall monitor and record all areas of the Grow Facility including:

• All areas where marijuana or products are present, including activities related to:
  o Weighing, packaging, and labeling.
  o Storing, preparing for sale, loading/unloading, or moved within the Grow Facility.
  o Waste Disposal
• Limited-access areas and security rooms, including transfers between rooms and areas.
• Areas storing a surveillance system storage device with at least one (1) camera recording the access points to the secured surveillance recording area.
• All entrances and exits into and out of the exterior of the Grow Facility, recording both indoor and outdoor vantage points.
• Outdoor trash receptacles.
• Roof hatches or skylights.
• Rooms with exterior windows.
• Rooms containing safes or vaults.
• All areas where cash is counted, transferred, or stored.
• All areas where records are stored.

Cameras shall not be installed in bathrooms or any other area where a legitimate expectation of privacy exists. Camera placement shall ensure:

• Visibility of activities is not obstructed by lighting equipment covers, fixtures, or other equipment.
• A clear and certain identification of all individuals and activity at the Grow Facility.
• Identification of activity occurring within twenty feet (20') from all points of entry and exit into and out of the exterior of the Grow Facility.

SURVEILLANCE FAILURE NOTIFICATION

The surveillance system shall include a failure notification system that alerts the Site Director and other key site personnel of any interruption in surveillance and/or the complete failure of the monitoring system. The notification shall be within a maximum of five (5) minutes of such failure via audio, text, visual, or audiovisual message. Additionally, an alarm shall signal the Security Officer on duty whenever an unauthorized entry is attempted.

SURVEILLANCE TESTING

We shall ensure that the surveillance system is properly maintained for playback quality so that images can be seen and the identity of all individuals and activity in surveillance areas are captured. We will schedule and oversee all required maintenance of security equipment in accordance with manufacturer recommendations. Any equipment failure identified shall be corrected as soon as possible. All security equipment shall be in good working order and shall be inspected and tested at regular intervals.

INFORMATION TECHNOLOGY SECURITY

We shall ensure the security of our hardware, software, data, and communications networks, including the following information technology (IT) maintenance:

• Software registration.
• Security patches.
• Malicious software prevention.
• Account management.
• Security status and network access monitoring.
• Disposal and redeployment.
• Employee IT security training.
• Vulnerability assessments.

Access to protected information shall be restricted to essential employees only. Access may be granted to authorized representatives of the Department and other government officials if necessary to perform their official duties. Examples of protected information include:

• Security and cash management procedures.
• Asset and inventory lists.
• Network data.
• Floor plans of critical areas.
• Password and code records.
• Customer records.
• Employee records.

PRODUCT SAFETY AND SECURITY

We shall develop and implement procedures that ensure product safety and security and are compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures shall include measures that:

• Minimize the risk of diversion or theft of marijuana.
• Minimize the risk of contamination from incoming materials.
• Ensure proper storage conditions that maintain the quality and purity of our marijuana products.

MATERIAL RECEIVING

All deliveries shall be verified at the front entrance to the facility before allowed access to the loading areas. All materials received will be documented. No material may be received unless its shipping documentation matches the corresponding purchase order or separate approval is given by the Site Manager. Employees shall notify the Site Manager of any shipment discrepancy immediately and shipment may not be accepted without the Site Manager’s approval.

PRODUCT STORAGE SECURITY

Storage areas shall be designed to provide adequate lighting, ventilation, temperature, humidity, space, and equipment. All storage areas shall be maintained in a clean and orderly condition, free from infestation of pests, and in accordance with our security measures and Security Plan. The Grow Facility Manager shall ensure secure containers containing marijuana products remain dry, well ventilated, have temperature-control features to avoid extreme temperature fluctuations and appropriate odor-control features. These proper storage environments ensure product storage does not lead to product contamination or loss of quality.

The storage areas containing marijuana products shall be designed for security and ease of maintenance. We shall establish product storage and security policies and procedures compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Under no circumstances may any product be transferred without following our policies and procedures and all the rules set forth by the
Department and all applicable state and local laws, regulations, ordinances, and other requirements. Storage policies and procedures shall include:

- All equipment and any areas used for the processing or storage of marijuana shall be securely locked unless in use.
- All areas used for the storage of marijuana shall be on a time lock and only accessible during regular business hours.
- Inventory shall be reviewed and documented at the beginning and close of each day.
- All areas where marijuana product is stored will be monitored by the surveillance system.

DIVERSION PREVENTION

Investigation of possible diversion and developing policies to prevent it will be conducted by a team of our senior officials, including our CEO, COO, and Director of Compliance. Collectively, they will be known as the Diversion Prevention Team or DPT. The team will have multiple responsibilities including:

- Investigating allegations of diversion
- Developing policies and procedures to prevent diversion
- Managing performance improvement measures
- Providing overall direction for the program.
- Reporting confirmed cases of diversion to law enforcement

The DPT will also integrate information from external sources and environmental factors to improve safety and security at facilities. External sources and environmental factors may include news reports, trade and patient associations, law enforcement bulletins, et cetera. Standard operating procedures shall be updated to incorporate new sources of information and prevent diversion.

WORKING WITH LAW ENFORCEMENT

We deeply value and respect the work of local law enforcement. Police officers are on the front lines protecting our safety. Therefore, our Company, through the DPT, will form a partnership with law enforcement. This partnership will be rooted in a shared responsibility for the safety of the community. Upon request, law enforcement will have access to employee records and Grow Facility operations. Company will also engage with first responders like EMS and fire to establish emergency response protocols. This will create a close working relationship and enhance our ability to provide a secure and positive experience for our employees and the community.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.
EMPLOYEE TRAINING

We know that having a trained and educated workforce is paramount to having an effective diversion strategy. Therefore, a considerable amount of time, resources, and energy will be devoted to ongoing diversion prevention training. The training curriculum will be conducted by the DPT. At a minimum, the training curriculum shall include:

- Compliance regulations for grow facilities.
- State laws and agency rules regulating the use of marijuana.
- Strategies for preventing diversion.
- Criminal and civil consequences for diverting product.
- Security and safety standard operating procedures.
- Chain of command for reporting diversion.
- Incident management.
- Daily operating procedures.

Diversion prevention trainings are mandatory for every new employee. Additionally, each employee shall be required to participate in quarterly continuing education trainings on diversion. Training materials will be outcome driven. Employees will be given real world examples of diversion and taught the appropriate response. Teaching the material through the learning principles of problem solving, discussion, and feedback will empower and increase understanding and retention of the training. This process of integrating knowledge will develop a culture of shared values, perspectives, and become the way of daily conduct and purpose at the Grow Facility.

Employees will have access to diversion prevention training materials at all times. There will be no excuse and zero tolerance for not knowing the proper policies and procedures. Well-maintained employee training records displaying documented training dates and subject matter will preserve and increase compliance, continuity and understanding of all guidelines, security procedures, safety, and incident response. Employee training records will become a written testament of the detailed information and accountability of security education.

INVESTIGATION OF DIVERSION

Due to intense and robust security operations, we do not anticipate diversion at our facility. However, it is important to be prepared for any scenario. We have developed an enhanced investigation procedure for any allegations or reports of potential diversion. Any allegation or report will be fully and immediately investigated by the DPT with established processes and timeframes.

Security policies developed by our Company outline that the first step of investigation is to preserve all possible evidence. Evidence needs to be persevered for the investigation and may be used in future disciplinary matters. The second step of investigation shall be to review all camera footage and other relevant information technology. Each marijuana product is tracked from seed to sale. Therefore, if diversion occurred, it will likely appear in an audit of the tracking software. The third step of investigation will be to interview the employee who engaged or
allegedly engaged in diversion. This step can only be executed if enough evidence is gathered to narrow down the suspect. The goal of the interview is to get the subject to confess how they diverted product to prevent future incidents from occurring. The fourth step of investigation will be to report the confirmed incident of diversion and suspect to law enforcement and the Department. The Site Manager shall be the point of contact for all law enforcement inquiries and will turn over all relevant evidence to law enforcement and the Department. The final step of investigation is to develop policies and procedures to prevent the incident from happening again. Once new policies have been developed by the DPT, an all staff training shall be given. The training will be a top down review of all security policies including any updated procedures.

INCIDENT RESPONSE

We shall establish incident response procedures addressing any incident that may occur, including natural disaster, unauthorized access, theft, or IT security breach. Procedures shall be in accordance with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures for general emergency and incident management, containment, and corrective measures shall be thoroughly detailed. The Director of Compliance shall ensure the appropriate response procedures are followed. All employees shall receive incident response training annually. The Site Manager shall determine the category and severity of the incident and determine the next best course of action. All discussions, decisions, and activities shall be documented.

We shall immediately notify appropriate law enforcement authorities and the Department immediately after the discovery of a reportable incident as defined by state and local laws, regulations, ordinances, and other requirements. Examples of an incident may include, but are not limited to:

- Theft or physical loss of marijuana or confidential records.
- Breach of our network servers.
- Robbery or unauthorized entry in the Grow Facility.
- Threats of violence to the Grow Facility, employees, or visitors.
- Bomb threats.
- Any criminal activity.
- Civil disturbances.
- Hazardous spills.
- Infectious disease epidemic.
- Serious accidents.
- Fires.
- Earthquakes.
- Floods.
- Windstorms or tornadoes.
INCIDENT REPORTING

Anyone with knowledge or a reasonable suspicion of an incident is instructed to make an immediate report to the Grow Facility Manager or the Site Manager. The person reporting the incident shall complete the Incident Log.

- Date and time of occurrence or suspected occurrence.
- Names and contact information of parties involved and any witnesses.
- Description of incident.
- Completed Suspect Description Forms, if applicable.
- Any evidence supportive of the event (unless law enforcement is required on scene or en route).

We shall notify appropriate law enforcement authorities and the Department immediately after discovering the following:

- Discrepancies identified during inventory; diversion, theft, or loss of marijuana; or any criminal action involving an employee.
- Theft, robbery, or burglary; sale to minors; diversion of marijuana or marijuana products; or any other crime related to marijuana.
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person.
- Unauthorized destruction of marijuana.
- Any loss or unauthorized alteration of records.
- An alarm activation or other event that requires a response by public safety personnel.
- Integrity of the inventory management system compromised.
- An IT security breach.
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours.
- Any other breach of security defined by the rules set forth by the Department.

UNAUTHORIZED ENTRY/ROBBERY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, or product due to unauthorized entry, employees shall be trained to perform the following:
• Notify law enforcement utilizing a panic alarm, only if it can be safely done without being obvious to the robber.

• Do not resist the robber or use or encourage the use of weapons or force against the robber.

• Try to inform the robber of any potential surprises (e.g., an employee is due back from lunch or the building alarm is set to be tested).

• Try to keep employees and visitors, if applicable, calm during the robbery.

• Try to alert other employees of the situation using pre-determined signals or text messages, only if safe to do so.

• Follow the robber's commands in order to shorten the time of the incident. Do not argue with the robber, but do not volunteer to help.

• If the robber demands a certain amount of money or product, only give them that amount.

• Be observant in order to be a good witness. Try to remember:
  o The number of robbers.
  o The physical characteristics of the robber(s), such as weight, scars, tattoos, hair color, or speech patterns.
  o The clothing worn by the robber(s).
  o Any names used by the robber(s).
  o A description of any weapons shown, such as barrel length and color, color of the grip, or automatic or revolver.

• If the robber uses a note, try to place it out of sight to retain it as evidence.

• Do not follow a robber.

• Secure the Grow Facility and place a notice that the business is closed due to an emergency.

• Call the police and ambulance, as needed, immediately and request that witnesses stay or obtain their contact information.

• Provide aid to injured people.

• Do not discuss the robbery with any outside parties until police and management has given authority to do so.

• Do not estimate the amount of money or product that was taken until an inventory has been performed.

Corrective procedures that may be required to return conditions to a normalized and secure state:

• Change all security codes.

• Replace locks and issue keys only to authorized employees.
• Ensure any video of the incident is archived.
• Restore security devices and/or apparatus to working condition.
• Repair any physical damage to the Grow Facility.
• Provide employees and visitors, if applicable, counseling, as needed.
• Perform a security re-training as soon as possible.
• Modify Employee Access Control Log as deemed appropriate.

INTERNAL THEFT/BURGLARY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, product due to internal theft or burglary, employees shall be trained to perform the following:

• Identify missing or compromised assets.
• Gather, remove, recover, and secure sensitive materials to prevent further loss or access.
• Power down, recycle or remove security equipment known to be compromised.
• Where possible, secure the premises for possible analysis by the Department and law enforcement.
• Gather and secure any evidence of illegal entry for review by the Department and law enforcement.
• Where possible, record identities of any party who might be a possible witness to events.
• Preserve video recordings and Visitor logs for review by the Department and law enforcement.

Corrective procedures that may be required to return conditions to a normalized and secure state:

• Retrieve or restore assets where possible.
• Store all sensitive materials and products in a secure manner (e.g., lockable cabinets or storage areas/container).
• Replace locks and issue keys only to authorized employees. Update the Employee Access Control Log as necessary.
• Restore security devices and/or apparatus to working condition.
• Remove and retain unauthorized equipment from network and/or area.
• Implement physical security devices and improvements (e.g., equipment cables, alarms) as deemed appropriate.
• Perform a security re-training as soon as possible.
FIRE PROCEDURES

If a fire does not present an immediate danger to personal safety, one (1) employee shall try to extinguish the fire. If a fire presents an immediate danger to personal safety, a fire alarm shall be pulled and a call to 911 shall be immediately made and evacuation of the building shall occur all at once.

Evacuation of Grow Facility

Any director or manager may determine the need to evacuate. Reasons for evacuation may include:

- Fire.
- Bomb threat.
- A hostile or violent employee, visitor, or unknown person.
- Power outage.
- Earthquake.
- Water or gas leak.
- Hazardous spill.
- Robbery or hostage situation.

The Site Manager shall ensure that all employees and visitors, if applicable:

- DO NOT gather in lobbies.
- DO NOT open a door without first checking for heat.
- DO NOT touch any suspicious items or suspected bombs.
- DO NOT run or panic.
- DO NOT re-enter the building until authorized.
- DO assist disabled individuals or others who need assistance. Evacuate disabled individuals or others who need assistance ONLY under the direction of authorized emergency personnel or when there is an immediate threat to personal safety and security.

INCIDENT CONTAINMENT

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes required to quickly contain and minimize the immediate impact to personal safety, the Grow Facility, and other affected parties. Containment activities shall be designed to:

- Minimize harm to individuals.
- Counteract the immediate threat.
• Prevent propagation or expansion of the incident.
• Minimize actual and potential damage.
• Restrict knowledge of the incident to authorized employees.
• Preserve information relevant to the incident.

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes to quickly:
• Secure the environment.
• Restore the environment to its normalized state.

The Site Manager shall be actively engaged throughout the incident to assess the progress of all containment and corrective measures and determine at what point the incident can be considered resolved.

INCIDENT CONTAINMENT AND CORRECTIVE PROCEDURES

The Site Manager shall determine and implement the appropriate procedures required to quickly contain and minimize the immediate impact of an incident, as well as to quickly restore circumstances to a normalized, secure state. Containment and corrective measures shall be designed with the primary objectives of:
• Minimizing harm.
• Counteracting the immediate threat.
• Preventing propagation or expansion of the incident.
• Minimizing the actual and potential damage.
• Restricting knowledge of the incident to authorized employees.
• Preserving information relevant to the incident.
• Securing the environment.
• Restoring the environment to its normalized state.

POST-INCIDENT REVIEW, REPORT, AND FOLLOW UP

The Site Manager shall hold a Post- Incident Review after each incident has been resolved. The Post- Incident Review shall be scheduled within two (2) to three (3) weeks of the incident’s resolution and shall involve:
• Appropriate personnel, which may include affected parties.
• Examination of the incident and all related activities and events.
• Discussion on proposed changes to policy, processes, and safeguards.
All incident activities, from receipt of the initial report through post-incident review, shall be documented. The Site Manager shall ensure all events are recorded, assembling these records in preparation and performance of the post-incident review, and ensuring all records are preserved for review. The following shall be included, at a minimum, in the Post-Incident Report:

- A description of incident events with specific timelines.
- Employee(s) involved.
- Non-Employees involved.
- Impact to affected parties.
- Discussions, decisions, and assignments made.
- Successful and unsuccessful activities.
- Notifications required or recommended.
- Steps taken for containment and resolution.
- Recommendations for prevention and remediation (short-term and long-term).
- Identification of policy and procedure gaps.
- Results of post-incident review.
- Any necessary follow-up actions.

The Post-Incident Report shall be distributed to the Site Manager, the Grow Facility Manager, and all other relevant parties for review. The Site Manager shall ensure the appropriate employees are assigned to any follow-up actions. The Site Manager shall document the completion of all follow-up actions in the Post-Incident Report and distribute an updated copy.

SECURITY SYSTEM RECORDS

We shall keep all necessary books and records in order to render a full account of all operations conducted at the Grow Facility under our license for the year to date and the five (5) years prior. We shall keep books and records of the Grow Facility from the previous six (6) months (or the complete copies of such records) in the Grow Facility at all times. All marijuana related records shall be retained in the inventory management system. All surveillances recordings shall be retained, at a minimum for at least sixty (60) days, unless in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the licensee shall retain the recordings until such time as the department notifies the licensee that the recordings may be destroyed. Our standard operating procedures shall detail the maintenance of records and measures for addressing and reporting any loss or unauthorized alteration of records. The Department, upon request, shall have full access to all Grow Facility records and surveillance recordings.

We shall keep and maintain security and surveillance system records and recordings in the Grow Facility and copies stored on a secure cloud storage. These records shall include, at a minimum, the following:

- The name of the surveillance equipment installation service provider and all equipment manufacturers.
- Copies of any service contracts.
• A map of the Grow Facility showing the location and operation of each surveillance system component, including the direction of camera coverage.
• A list of authorized users.
• Manufacturers’ instructions for operating and maintaining the equipment.
• Testing and maintenance logs.
• Reports of any incidents of unauthorized entry.
• Employee Access Control Logs.
• Visitor Registration Logs.
• Authorized Visitor Access Control Logs.
• Incident Logs and Post-incident Reports.
• Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.
• A log of the recordings, which includes:
  o The identities of the employee or employees responsible for monitoring the video surveillance system.
  o The identity of the employee who removed the recording from the video surveillance system.
  o The identity of the employee who destroyed any recording.
• Video surveillance recordings shall be:
  o In a digital format that ensures authentication of the recording as being legitimately captured without alterations.
  o Easily accessible and in a format that allows for viewing and copying.
  o Embedded with the date and time without significantly obscuring the picture.

We will maintain a log of all recordings, which will include a minimum:

• The identities of the employee or employees responsible for monitoring the video surveillance system.
• The identity of the employee who removed the recording from the video surveillance system storage device and the time and date removed.
• The identity of the employee who destroyed any recording.

Video surveillance recordings shall be stored on an NVR that is server-based with storage as required to meet recording rate and retention. This system shall be password-protected and separate from any other equipment in the Grow Facility. The files and video surveillance recordings shall be available for inspection, upon request, by authorized representatives of the Department and other government officials when necessary to perform their official duties.

After the expiration of the retention period, and before selling or closing the facility, the surveillance video recordings shall be erased, destroyed, or otherwise disposed. We shall not destroy any surveillance video recordings if we have knowledge or should have knowledge of any ongoing criminal, civil, administrative, or other official investigations or proceedings for which the recording may contain relevant information. Additionally, we shall not destroy any surveillance
video recordings in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the recordings shall be retained until such time as the Department notifies us that the recordings may be destroyed.
Security and Surveillance Equipment Room Access List

This is the current list of individuals having access to our Security and Surveillance Equipment Storage Room. Only those on this list are essential to maintain security and surveillance operations. All others will be denied access to the Security and Surveillance Equipment Room.

This list is available to the Department or authorized agents immediately upon request.

<table>
<thead>
<tr>
<th>Name of Employee/Contractor</th>
<th>Authorized Entry by (Name of Manager)</th>
<th>Date Authorized</th>
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**Security and Surveillance Equipment Room Access Log**

**Instructions:** Use this log to record your access to the Security and Surveillance Equipment Room, entering the reason for your presence here and the date and time of access.

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Reason for Access</th>
<th>Manager Authorizing Access</th>
<th>Time In/Out</th>
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ADDITIONAL DOCUMENTS
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF ORGANIZATION

for

PURE GREEN, LLC

ID Number: 801934144

received by electronic transmission on March 08, 2018, is hereby endorsed.

Filed on March 09, 2018, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of March, 2018.

[Signature]

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau
RESTATED ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Restated articles

The identification number assigned by the Bureau is: 801934144

The name of the limited liability company is: PURE GREEN, LLC

All former names of the limited liability company are:

The date of filing the original Articles of Organization was: 1/26/2016

Article I

The name of the limited liability company is:

Article II

The purpose or purposes for which the limited liability company is formed for:

To engage in any activity for which a limited liability company may be formed under the Act.

Article III

The duration of the limited liability company if other than perpetual is:

PERPETUAL

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: STEPHEN GOLDNER
2. Street Address: 4761 TARA CT
   Apt/Suite/Other: 
   City: WEST BLOOMFIELD
   State: MI
   Zip Code: 48323

3. Registered Office Mailing Address:
   P.O. Box or Street Address: 4761 TARA CT
   Apt/Suite/Other: 
   City: WEST BLOOMFIELD
   State: MI
   Zip Code: 48323

Article V

(Insert any desired additional provision authorized by the Act.)

THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

ARTICLE VI

NO MANAGER OF THE COMPANY IS LIABLE FOR THE ACTS, DEBTS OR OBLIGATIONS OF THE COMPANY. THE MONETARY LIABILITY OF ANY MANAGER OF THE COMPANY FOR BREACH OF ANY DUTY ESTABLISHED UNDER SECTION 404 OF THE ACT IS LIMITED TO THE FULLEST EXTEN
IT PERMITTED BY THE ACT. THE COMPANY WILL INDEMNIFY AND HOLD HARMLESS EACH MANAGER FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, CLAIMS, AND DEMANDS SUSTAINED BY REASON OF ANY ACTS OR OMISSIONS OR ALLEGED ACTS OR OMISSIONS OF THE MANAGER, INCLUDING JUDGMENTS, SETTLEMENTS, PENALTIES, FINES, OR EXPENSES INCURRED IN A PROCEEDING TO WHICH THE MANAGER IS A PARTY OR THREATENED TO BE MADE A PARTY BECAUSE THE PERSON IS OR WAS A MANAGER TO THE FULLEST EXTENT PERMITTED BY LAW OR CONTRACT.

Complete section (a) if the Restated Articles only restate and integrate the Articles of Organization, otherwise, complete section (b). Do not complete both. (Select One)

● (a) These Restated Articles of Organization only restate and integrate the Articles of Organization.

● (b) These Restated Articles amend the Articles of Organization and were approved on 3/7/2018
   In accordance with Section 604 of the Act: (select one)
   ● by a majority in interest if an operating agreement authorizes amendment of Articles of Organization by majority vote.
   ● by unanimous vote of all the members entitled to vote.

This document must be signed by a member, manager, or an authorized agent:
Signed this 8th Day of March, 2018 by:

<table>
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<tr>
<th>Signature</th>
<th>Title</th>
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<tbody>
<tr>
<td>Stephen Goldner</td>
<td>Member</td>
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</table>

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

● Decline  ● Accept
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-3373450. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only once and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is PURE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.
Keep this part for your records. 

Return this part with any correspondence 
so we may identify your account. Please 
correct any errors in your name or address. 

CP 575 G (Rev. 7-2007)

DATE OF THIS NOTICE: 11-10-2017
EMPLOYER IDENTIFICATION NUMBER: 82-3373450
FORM: SS-4
NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

PURE GREEN
STEPHEN JEFFREY GOLDNER SOLE MBR
4761 TARA COURT
WEST BLOOMFIELD, MI 48323
OPERATING AGREEMENT

FOR

PURE GREEN LLC

Effective Date:
March 6, 2018

Prepared by:

Matthew W. Bower
Varnum LLP
160 West Fort St., 5th Floor
Detroit, Michigan 48226
THE MEMBERSHIP INTERESTS IN PURE GREEN LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. SECTION 6 OF THIS AGREEMENT FURTHER Restricts TRANSFERABILITY OF INTERESTS IN THE COMPANY.

Operating Agreement
for
Pure Green LLC

This Operating Agreement of Pure Green LLC, a Michigan limited liability company (the "Company"), is entered into as of March 6, 2018 by and among the Company, and each of the members listed on the signature pages from time to time attached hereto (each a "Member" and collectively, the "Members").

Recitals

WHEREAS, the Company was formed by Stephen Goldner, as a single-member limited liability company, under the laws of the State of Michigan by the filing Articles of Organization with the Michigan Department of Licensing and Regulatory Affairs on January 26, 2016 (as amended, the "Articles of Organization") for the purposes set forth in Section 2.05 of this Agreement; and

WHEREAS, Stephen Goldner desires to issue a Membership Interest to Steve Sensoli and admits Steve Sensoli as a Member upon execution of this Agreement, which sets forth the terms and conditions governing the operation and management of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I
definitions

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

"Additional Capital Contribution" has the meaning set forth in Section 3.02.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:
(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(l); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d), (5) and (6).

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"Agreement" means this Operating Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

"Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees, or agreements with, any Governmental Authority.

"Articles of Organization" has the meaning set forth in the Recitals.

"BBA" has the meaning set forth in Section 10.04.

"BBA Procedures" has the meaning set forth in Section 10.04.

"Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(i)(a)(3).

"Book Value" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;
(b) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Members, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a de minimis Capital Contribution;

(ii) the distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) provided, that adjustments pursuant to clauses (i) and (ii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

(e) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(f) If the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"Budget" means the annual budget of the Company as may be approved by a Majority in Interest of the Members from time to time.

"Business" has the meaning set forth in Section 2.05(a).

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Detroit are authorized or required to close.

"Capital Account" has the meaning set forth in Section 3.03.
"Capital Contribution" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.


"Company" has the meaning set forth in the Preamble.

"Company Minimum Gain" means "partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term "Company" for the term "partnership" as the context requires.

"Confidential Information" has the meaning set forth in Section 12.03(a).

"Covered Person" has the meaning set forth in Section 8.01(a).

"Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined jointly by the Members.

"Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Liquidator" has the meaning set forth in Section 11.03(a).

"Losses" has the meaning set forth in Section 8.03(a).

"Manager" means, initially, Stephen Goldner, or such other Person as may be designated or become the Manager pursuant to the terms of this Agreement.

"Majority in Interest" means more than fifty percent (50%) of the Membership Interests of the Company.
"Michigan Act" or "Act" means the Michigan Limited Liability Company Act, Act 23 of 1993, MCL 450.4101 et seq, and any successor statute, as it may be amended from time to time.

"Member" means each Person initially signing this Agreement and who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Michigan Act. The Members shall constitute the "members" (as that term is defined in the Michigan Act) of the Company.

"Member Nonrecourse Debt" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(f)(3).

"Member Nonrecourse Deduction" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(f), substituting the term "Member" for the term "partner" as the context requires.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (a) to its distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Michigan Act. The Membership Interest of each Member shall be expressed as a number of Units and a percentage interest of the total Membership Interests of all Members as set forth on Schedule A.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(A) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;
(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b).

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Officer" has the meaning set forth in Section 7.03.

"Partnership Representative" has the meaning set forth in Section 10.04.

"Permitted Transfer" means a Transfer of Membership Interests carried out pursuant to Section 9.02. "Permitted Transferee" means a recipient of a Permitted Transfer.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Prohibited Activity" means activity in which the Member contributes the Member's knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Business. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or Confidential Information.

"Regulatory Allocations" has the meaning set forth in Section 5.02(e).
"Related Party Agreement" means any agreement, arrangement or understanding between the Company and any Member or any Affiliate of a Member or any officer or employee of the Company, as such agreement may be amended, modified, supplemented or restated in accordance with the terms of this Agreement.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Restricted Period" has the meaning set forth in Section 7.06(a).

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"Subsidiary" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"Tax Matters Member" has the meaning set forth in Section 10.04.

"Transfer" means, to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. "Transfer" when used as a noun shall have a correlative meaning. "Transferor" and "Transferee" mean a Person who makes or receives a Transfer, respectively.

"Treasury Regulations" means the final or temporary regulations issued by the United States Department of the Treasury pursuant to its authority under the Code, and any successor regulations.

"Unit" mean a Unit (or any successor security) representing a fractional part of a Members' Membership Interest.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including," shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereinafter" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule
requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on January 26, 2016, pursuant to the provisions of the Michigan Act, upon the filing of the Articles of Organization with the Secretary of State of the State of Michigan. The Articles of Organization were amended to organize the Company as manager-managed on March 6, 2018, pursuant to the provisions of the Michigan Act, upon the filing of Amended and Restated Articles of Organization with the Secretary of State of the State of Michigan.

(b) This Agreement shall constitute the "Operating Agreement" (as that term is used in the Michigan Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Michigan Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Michigan Act in the absence of such provision, this Agreement shall, to the extent permitted by the Michigan Act, control.

Section 2.02 Name. The name of the Company is "Pure Green LLC" or such other name or names as may be designated by the consent of the Members; provided, that the name shall always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the designation "LLC." The Manager shall give prompt notice to the Members of any change to the name of the Company.

Section 2.03 Principal Office. The principal office of the Company is located stated in the Articles of Organization, or such other place as may from time to time be determined by the Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Articles of Organization or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by the Michigan Act and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Michigan shall be the initial registered agent named in the Articles of Organization or such other Person or Persons as the Manager may designate from time to time in the manner provided by the Michigan Act and Applicable Law.

Section 2.05 Purpose; Powers.
(a) The purposes of the Company are to engage in (i) research, development, manufacture, distribution, and commercialization of cannabis oils and edibles (the "Business") and (ii) any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Michigan Act.

Section 2.06 Term. The term of the Company commenced on the date the Articles of Organization was filed with the Secretary of State of the State of Michigan and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Initial Capital Contributions. Each Member has made an initial Capital Contribution and/or is deemed to own Membership Interests in the amounts set forth opposite such Member's name on Schedule A attached hereto. The Manager shall update Schedule A upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section 3.02 Additional Capital Contributions. Except as provided in Schedule A, no Member shall be required to make additional Capital Contributions ("Additional Capital Contributions") or make loans to the Company.

Section 3.03 Maintenace of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any Additional Capital Contributions;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

(i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(c);
the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and

(iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 Succession Upon Transfer. In the event that any Membership Interests are transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 3.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI and ARTICLE XI in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 3.06 No Withdrawals From Capital Accounts. No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member, including the Manager, shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

Section 3.07 Treatment of Loans From Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account.

Section 3.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE IV
MEMBERS

Section 4.01 Admission of New Members.
(a) New Members may be admitted from time to time (i) in connection with the issuance of Membership Interests by the Company, subject to compliance with the provisions of Section 7.02, and (ii) in connection with a Transfer of Membership Interests, subject to compliance with the provisions of ARTICLE IX, and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Membership Interests, such Person shall have executed and delivered to the Company a written undertaking the form of which is approved by the Manager. Upon the amendment of Schedule A of the Agreement by the Manager and the satisfaction of any other applicable conditions, including the receipt by the Company of payment for the issuance of Membership Interests, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 3.03.

Section 4.02 No Personal Liability. Except as otherwise provided in the Michigan Act, by Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.03 No Withdrawal. So long as a Member continues to hold any Membership Interests, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Membership Interests, such Person shall no longer be a Member.

Section 4.04 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.05 Certification of Membership Interests.

(a) The Manager may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Manager shall issue certificates representing Membership Interests in accordance with Section 4.05(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER,
SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH OPERATING AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE V
ALLOCATION

Section 5.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in Section 5.02, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 5.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(q)(2). This Section 5.02 is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(l)(4) and 1.704-2(q)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.
(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) The allocations set forth in paragraphs (a), (b), (c) and (d) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b), Section 5.03(c) and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method with curative allocations of Treasury Regulations Section 1.704-3(c), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).
(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their Interests in such items as determined by the Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Membership Interests. In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of ARTICLE IX, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

ARTICLE VI
DISTRIBUTIONS

Section 6.01 Distributions of Cash Flow and Capital Proceeds.

(a) Any available cash of the Company, after allowance for all reasonable costs and expenses incurred by the Company and for such reasonable reserves as the Members may agree upon, or as contemplated in the Budget, shall be distributed to the Members, on at least a quarterly basis, in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate the Michigan Act or other Applicable Law.

Section 6.02 Distributions in Kind.

(a) The Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of securities or other property held by the Company. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section 6.01.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Manager may require that the Members execute and deliver such documents as the Manager deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may
appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

ARTICLE VII
MANAGEMENT

Section 7.01 Management of the Company. The business and affairs of the Company shall be managed by the Manager. Subject to the provisions of Section 7.02, the Manager shall have full and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company set forth in Section 2.05; provided, that the Manager shall manage the Company in accordance with the Budget. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a resolution expressly authorizing such action which resolution is duly adopted by the Manager.

Section 7.02 Actions Requiring Approval of Members. Without the written approval of a Majority in Interest of the Members, the Company shall not, and shall not enter into any commitment to:

(a) Amend, modify or waive the Articles of Organization or this Agreement; provided that the Manager may, without the consent of the other Member, amend Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Make any material change to the nature of the Business conducted by the Company or enter into any business other than the Business;

(c) Issue additional Membership Interests or admit additional Members to the Company.

(d) Enter into, amend in any material respect, waive or terminate any Related Party Agreement other than the entry into a Related Party Agreement that is on an arm's length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;

(e) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of all or substantially all of its assets, other than sales of inventory in the ordinary course of business consistent with past practice; or

(f) Dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.
Section 7.03 Officers. The Manager may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

Section 7.04 Action Without Meeting. Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 7.05 Informational Rights. In addition to the information required to be provided pursuant to ARTICLE X, the Manager shall keep the other Members reasonably informed on a timely basis of any material fact, information, litigation, employee relations or other matter that could reasonably be expected to have a material impact on the operations or financial position of the Company, including, but not limited to, any modification of any loan or other financing to the Company. The Manager shall provide all material information relating to the Company or the management or operation of the Company to any Member may reasonable request from time to time.

Section 7.06 Other Activities; Business Opportunities.

(a) So long as any Member remains a Member of the Company and for the two (2) years, to run consecutively, beginning on the day a Member is no longer a Member of the Company, for any reason (the "Restricted Period"), the Member agrees and covenants not to engage in Prohibited Activity. Nothing herein shall prohibit Member from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that the Member is not a controlling person of, or a member of a group that controls, such corporation. In the event of a breach or threatened breach by the Member of any of the provisions of this Agreement, the Member hereby consents and agrees that the Company shall be entitled to, in addition to other available remedies, seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.
(b) Except as provided in Section 7.06(a), nothing contained in this Agreement shall prevent any Member, including the Manager, or any of its Affiliates from engaging in any other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Member for any profits or income earned or derived from other such activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Member of any business opportunity of any type or description.

Section 7.07 Compensation and Reimbursement of Manager. As approved by a Majority in Interest of the Members, the Manager shall be compensated for its services as the Manager, and the Company shall reimburse the Manager for all ordinary, necessary and direct expenses incurred by the Manager on behalf of the Company in carrying out the Company’s business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed amounts set forth in the Budget in the aggregate for any Fiscal Year without the approval of a Majority in Interest of the Members.

Section 7.08 Removal of Manager. A Majority in Interest of the Members may remove the Manager of the Company, by delivering written notice to the Manager and the Members. Upon the Manager’s removal, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The removal of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of such Member.

Section 7.09 Resignation of Manager. The Manager may voluntarily resign as the Manager. Upon such resignation, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The resignation of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of a Member.

ARTICLE VIII
EXCUSLATION AND INDEMNIFICATION

Section 8.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean (i) each Member; (ii) the Manager; (iii) each officer, director, stockholder, partner, member, Affiliate, employee, agent or representative of each Member, and each of their Affiliates; and (iv) each Officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or is not made in knowing violation of the provisions of this Agreement.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information,
opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Michigan Act.

Section 8.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 8.03 Indemnification.

(a) Indemnification. To the fullest extent permitted by the Michigan Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Michigan Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages,
judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the Business of the Company; or

(ii) such Covered Person being or acting in connection with the Business of the Company as a member, stockholder, Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or a knowing violation of the provisions of this Agreement. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud, gross negligence, willful misconduct or a knowing violation or material breach of this Agreement.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 8.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 8.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(e) Entitlement to Indemnity. The indemnification provided by this Section 8.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 8.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 8.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person,
(d) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) Paying of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 8.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) Savings Clause. If this Section 8.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 8.03 to the fullest extent permitted by any applicable portion of this Section 8.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) Amendment. The provisions of this Section 8.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 8.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 8.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 8.04 Survival. The provisions of this ARTICLE VIII shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE IX
TRANSFER

Section 9.01 Restrictions on Transfer.

(a) Except as otherwise provided in this ARTICLE IX, no Member shall Transfer all or any portion of its Membership Interest in the Company without the written consent of a Majority in Interest of the no-transferring Members (which consent may be
granted or withheld in the sole discretion of such other Members). No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.81(b) hereof.

(b) Notwithstanding any other provision of this Agreement (including Section 9.02), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a “publicly traded partnership” under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company’s existence or qualification as a limited liability company under the Michigan Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes;

(vi) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vii) if such Transfer or issuance would cause the assets of the Company to be deemed “Plan Assets” as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any “prohibited transaction” thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company’s books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such
Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any
less than all of the rights and benefits described in the definition of the term "Membership
Interest," unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. The provisions of Section 9.01(a) shall not apply to
any Transfer by any Member of all or any portion of its Membership Interest to its Affiliate.

ARTICLE X
ACCOUNTING; TAX MATTERS

Section 10.01 Financial Statements. The Company shall furnish to each Member, as
soon as available, and in any event within one hundred twenty (120) days after the end of each
Fiscal Year, unaudited consolidated balance sheets of the Company as at the end of each such
Fiscal Year and unaudited consolidated statements of income, cash flows and Members’ equity
for such Fiscal Year, in each case setting forth in comparative form the figures for the previous
Fiscal Year, prepared in accordance with GAAP, applied on a basis consistent with prior years,
and fairly present in all material respects the financial condition of the Company as of the dates
thereof and the results of their operations and changes in their cash flows and Members’ equity
for the periods covered thereby.

Section 10.02 Inspection Rights. Upon reasonable notice from a Member, the Company
shall afford each Member and its Representatives access during normal business hours to (i) the
Company’s properties, offices, plants and other facilities; (ii) the corporate, financial and similar
records, reports and documents of the Company, including, without limitation, all books and
records, minutes of proceedings, internal management documents, reports of operations, reports
of adverse developments, copies of any management letters and communications with Members
(including the Manager), and to permit each Member and its Representatives to examine such
documents and make copies thereof; and (iii) any officers, senior employees and public
accountants of the Company, and to afford each Member and its Representatives the opportunity
to discuss and advise on the affairs, finances and accounts of the Company with such officers,
senior employees and public accountants (and the Company hereby authorizes said accountants
to discuss with such Member and its Representatives such affairs, finances and accounts).

Section 10.03 Income Tax Status. It is the intent of this Company and the Members that
this Company shall be treated as a partnership for U.S., federal, state and local income tax
purposes. Neither the Company nor any Member shall make an election for the Company to be
classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 10.04 Tax Matters Member; Partnership Representative.

(a) Appointment. The Members hereby appoint the Manager as the "tax
matters partner" (as defined in Code Section 6231 prior to its amendment by the
Bipartisan Budget Act of 2015 ("BBA")) (the "Tax Matters Member") and the
"partnership representative" (the "Partnership Representative") as provided in Code
Section 6223(a) (as amended by the BBA). The Tax Matters Member or Partnership
Representative may resign at any time if there is another Manager to act as the Tax
Matters Member or Partnership Representative.
(b) Tax Examinations and Audits. The Tax Matters Member and Partnership Representative are each authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Tax Matters Member or Partnership Representative, which authorization may be withheld by the Tax Matters Member or Partnership Representative in its sole and absolute discretion. The Tax Matters Member or Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

(c) BBA Elections. The Company will not elect into the partnership audit procedures enacted under Section 1101 of the BBA (the "BBA Procedures") for any tax year beginning before January 1, 2018, and, to the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures for tax years beginning on or after January 1, 2018 pursuant to Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any taxes imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

(e) Income Tax Elections. Except as otherwise provided herein, each of the Tax Matters Member and Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided, that the Tax Matters Member or Partnership Representative will make an election under Code Section 754, if requested in writing by another Member.

Section 10.05 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 7.03) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. The Manager shall provide the Members, for their review and comment, copies of all tax returns prior to the filing thereof. As soon as reasonably possible
after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 10.06 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XI
DISTRIBUTION AND LIQUIDATION

Section 11.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The determination of the Members to dissolve the Company;

(b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under the Michigan Act.

Section 11.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 11.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03 and the Articles of Organization shall have been cancelled as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is dissolved pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Michigan Act and the following provisions:

(a) Liquidator. The Manager shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.
(e) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) Third, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 11.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(c), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon consent of a Majority in Interest of the Members, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

Section 11.04 Cancellation of Articles. Upon completion of the distribution of the assets of the Company as provided in Section 11.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Articles of Organization in the State of Michigan and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Michigan and shall take such other actions as may be necessary to terminate the Company.

Section 11.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 8.03.
Section 11.04 Recourse for Claims. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Liquidator or any other Member.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 12.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 12.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "Confidential Information"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expenses and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.
(b) Nothing contained in Section 12.03(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Member; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 12.03 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such Transferees agrees to be bound by the provisions of this Section 12.03 as if a Member; provided, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Member of the proposed disclosure as far in advance of such disclosure as practicable (but in no event more than 30 days before notifying the Company and other Member) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 12.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Member or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 12.03 shall survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the withdrawal of such Member from the Company, and (iii) such Member's Transfer of its Membership interests.

Section 12.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in Schedule A (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04).

Section 12.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
Section 12.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 8.03(f), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 12.07 Entire Agreement. This Agreement, together with the Articles of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 12.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 12.09 No Third-party Beneficiaries. Except as provided in ARTICLE VIII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by a Majority in Interest of the Members. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement may be made by the Manager without the consent of a Majority in Interest of the Members or execution by the Members.

Section 12.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless expressly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 12.01 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 12.14 hereof.
Section 12.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan.

Section 12.13 Submission to Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the State of Michigan, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Michigan. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by registered mail to the address set forth in Section 12.04 shall be effective service of process for any suit, action or proceeding brought in any such court.

Section 12.14 Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 12.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 12.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 8.02 to the contrary.

Section 12.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means
of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]
## Schedule A

**Pure Green, LLC**
**Member Schedule**

**Effective Date:** January 1, 2018

<table>
<thead>
<tr>
<th>Member Name &amp; Address</th>
<th>Units</th>
<th>Capital Contribution</th>
<th>Membership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>1,000,000</td>
<td>$0</td>
<td>100.00%</td>
</tr>
<tr>
<td>4761 Tura Ct.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Bloomfield, MI 48323</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

The Company:
Pure Green LLC
By: [Signature]
Name: Stephen Goldner
Title: Manager

The Members:
By: [Signature]
Stephen Goldner
STAFFING PLAN

Summary of Job Creation, Compensation and Budget

As discussed in detail below, we anticipate creating approximately 59 jobs at our Orion Township Cultivation Facility.

<table>
<thead>
<tr>
<th>Type of Marijuana Facility</th>
<th>Proposed Location</th>
<th>Total Jobs Per Facility</th>
<th>Expected Annual Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Facility</td>
<td>Orion Township</td>
<td>59</td>
<td>$3,750,000.00</td>
</tr>
</tbody>
</table>

We pay our cultivation facility employees a minimum hourly wage of $15. We also provide a generous benefit package that includes the following:

- Health Insurance
- Paid Holidays
- Paid Time Off
- 401K Plan with 2% Match
- Performance Incentives

Out of our 3.75MM expected annual payroll, Pure Green expects to allocate $630,000 toward benefits for all full-time employees!

We intend to source our employees first from Orion Township, then into the surrounding regional area. Our job listings will always be listed in the Orion Township area first to accumulate as many qualified candidates as possible.

Attached is a table of the proposed positions at our Orion Cultivation Facility:

<table>
<thead>
<tr>
<th>Title</th>
<th>Quantity</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Director</td>
<td>1</td>
<td>$140,000</td>
</tr>
<tr>
<td>Cultivation Manager</td>
<td>1</td>
<td>$165,000</td>
</tr>
<tr>
<td>Assistant Cultivation Manager</td>
<td>1</td>
<td>$90,000</td>
</tr>
<tr>
<td>IPM Lead</td>
<td>1</td>
<td>$20/ hr</td>
</tr>
<tr>
<td>Fertilization Lead</td>
<td>1</td>
<td>$20/ hr</td>
</tr>
<tr>
<td>Propagation Lead</td>
<td>1</td>
<td>$60,000</td>
</tr>
<tr>
<td>Veg Lead</td>
<td>1</td>
<td>$20/ hr</td>
</tr>
<tr>
<td>Harvest Lead</td>
<td>1</td>
<td>$20/ hr</td>
</tr>
<tr>
<td>Cultivation Agents</td>
<td>27</td>
<td>$15/ hr</td>
</tr>
<tr>
<td>QC Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Post Harvest Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Packaging / Distribution Manager</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Post Harvest Lead</td>
<td>1</td>
<td>$20/ hr</td>
</tr>
<tr>
<td>Post Harvest / Packaging Agents</td>
<td>9</td>
<td>$15/ hr</td>
</tr>
<tr>
<td>Director of Operations</td>
<td>1</td>
<td>$175,000</td>
</tr>
<tr>
<td>Shipping / Receiving / Inventory Supervisor</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Position</td>
<td>Number</td>
<td>Salary</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>--------</td>
<td>-------------</td>
</tr>
<tr>
<td>METRC Agents</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>METRC / Compliance Manager</td>
<td>1</td>
<td>$80,000</td>
</tr>
<tr>
<td>Janitor</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>1</td>
<td>$135,000</td>
</tr>
<tr>
<td>Facilities Maintenance Manager</td>
<td>1</td>
<td>$65,000</td>
</tr>
<tr>
<td>Facilities Maintenance Assistant</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Admin / Front Desk</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Security Guard</td>
<td>1</td>
<td>$30/hr</td>
</tr>
</tbody>
</table>
10/01/2020

To Whom It May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing property coverage for Pure Green LLC at 180 Premier Drive, Orion Charter Township, MI 48359. General Liability coverage has already been secured.

Please contact me with any questions.

Thanks,

Pete Elliott

Vice President
Cell (734) 664-0472
Ph (313) 964-3750
Fax (313) 964-3850
Pete@dieboldinsurance.com

1535 6th Street | Suite 1
Detroit MI 48226
www.Dieboldinsurance.com
ORION ORDINANCE 154 INITIAL PERMIT APPLICATION

Ordinance 154, Licensed Marihuana Facilities Ordinance

Pursuant to the Charter Township of Orion Ordinance 154, Licensed Marihuana Facilities Ordinance, the following application is intended to collect information and documentation establishing the applicant's conformance with the ordinance. All applicants should note that the approval of a Marihuana Permit will be based upon the accuracy and completeness of the information provided. In the event applications are received in excess of the permitted number of locations within the Ordinance or two or more applicants have similar qualifications, the Charter Township of Orion reserves its right to approve a permit which in the opinion of the Township best meets its goals and safeguards as set forth in the Ordinance. No financial or other right is established by the payment of the non-refundable application fee. All applications for renewal of a permit shall be reviewed per the standards set forth in the Ordinance. The Charter Township of Orion reserves the right to approve or deny the permit based upon the failure of any applicant to establish to the satisfaction of the Township any requirement, standard or goal of the Ordinance. The applicant understands this determination may involve a subjective interpretation of the application. Any permit granted by the Township is contingent upon the State of Michigan granting a state license for the specific license applied for under this ordinance.

SECTION A- APPLICANT

1. Name of Applicant: Pure Green, LLC
   Authorized Signer (of not an individual): Stephen Goldner
   Address of Applicant: 2055 Crooks Rd, Suite B
   Rochester Hills, MI 48309
   Phone Number: 248.920.8770
   Email Address: licensing@gloriouscanna.com
   Sole Proprietor □ Partnership □
   Corporation □ Limited Liability Company✓
   □Other: ___________________

2. If entity is Sole Proprietor, state Owner/Proprietor's date of birth: __________ and provide a copy of photo identification.

3. If other than Sole Proprietor, list name, address and date of birth of all owners and provide copies of photo identification and percentage of ownership.
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Stephen Goldner</td>
<td>4781 Tara Ct</td>
<td>03/18/1948</td>
<td>100%</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Name and address, phone number, date of birth and photo identification of all anticipated employees of facilities not listed as owners. (This information must be provided and supplemented before any future employee not listed begins working at facility)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. If the Applicant or owner or any operator is a licensed caregiver under the Michigan Medical Marihuana Act, please list their name and address, and caregiver ID number issued by the State of Michigan. N/A

6. For any corporation or other legal entity who has a financial interest or affiliation with the requested permit, please state the following:

   Name:
   Name of Authorized Signer:
   Address:
   Interest or Affiliation:

**SECTION B- FACILITY LOCATION**

7. Name of proposed facility: Oakland Business Park, Building B

8. Location of proposed facility: 180 Premier Drive
   Orion Charter Township, MI 48359
9. Please provide a preliminary floor plan sketch showing the location of all facility operations within an existing building, or for new construction a site plan for the parcel. Attach as Exhibit “A”
   ☒ Document(s) attached. If not attached, why not and when is applicant expected to supplement: ________________________________

10. With respect to the location of the facility, please state with specificity the exact location, address, suite number and, if necessary, the location of the facility within a building or the parcel of land. This location should include the distance in feet from each property line. Attach as Exhibit “B”
    ☒ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: ______________

11. Please provide evidence of the Applicant’s property interest in the proposed location. Provide copies of documentation showing a legal and enforceable property interest. Attach as Exhibit “C”.
    ☒ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: ______________

12. Please confirm and establish that the facility is located within the Township’s Industrial Park district (“IP”); is not within 1,500 feet of a church; is not within 2,000 feet of a residence located in the R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning Districts; is not within 2500 feet of a registered school and does not have ingress or egress on a street or road that has an average traffic volume in excess of 6,000 vehicles per day as calculated and reported by Southeast Michigan Counsel of Governments. Further, please show that the facility does not have an ingress or egress on a street or road that serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning District. For each of the above criteria, please attach any and all documents which will permit the Township to calculate compliance with the Licensed Marihuana Facilities Ordinance No. 154. At a minimum, provide a map showing the facility and measured distances (building edge to building edge). Attach as Exhibit “D”.
    ☒ Documents attached.
    If not attached, why not and when is applicant expected to supplement: ______________

   a) Is the Facility located in the Township’s IP (Industrial Park District) zoning district?

   ☒ Yes        ☐ No
b) Is the Facility more than one thousand five hundred (1,500) feet of any church in the Township?

☐ Yes    □ No

c) Is the Facility more than two thousand (2,000) feet of any residence located in an R-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes    □ No

d) Is the Facility more than two thousand five hundred (2,500) feet of any registered school within the Township.

☐ Yes    □ No

For 10-12 above, please provide a map showing the facility and measured distances (building Edge to building edge.)

e) Does the facility have an ingress or egress on a street or road that has an average traffic volume of six thousand (6,000) or less vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported on the Southeast Michigan Council of Governments (SEMCOG) per the site semcog.org/Traffic-Counts?

☐ Yes    □ No

f) Does the Facility have an ingress or egress on a street or road that does not also serve as an ingress or egress to a residential road or property located in a TR-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes    □ No

Name of Facility ingress/egress Street or road: Premier Drive

13. Please state whether the Applicant will seek a variance from the Zoning Board of Appeals pursuant to Article 6(8) of the Orion Licensed Marihuana Facilities Ordinance No. 154.

☐ Yes  □ No

If variance will be sought, specify location category(s) pursuant to Art 6 (1)-(6):

___________________________________________________________________________

___________________________________________________________________________

4
For each category variance sought, state the percentage the applicant will seek: _____%  
(Not to exceed 15%)  

SECTION C - FACILITY REQUIREMENTS

14. When available, submit to the Township a copy of the Applicant’s application for a license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs, for each facility permit requested.  
Attach as Exhibit “E”.  
☐ Document(s) attached.  
If not attached, why not and when is applicant expected to supplement: ____________________________  
Phase 2 application with the state of Michigan requires a permit and signed attestation from the municipality.  
We expect to submit our application with the state by November 1, 2020

15. Is consumption and/or use of marihuana prohibited at the Facility?

☐ Yes  ☐ No

16. Will all activity related to the Facility be done indoors?

☐ Yes  ☐ No

17. Will all Marihuana contained within the building be in a locked Facility in accordance with the Michigan Medical Marihuana Act, MCL 333.26421 et seq., as amended (“MMMA”), the Michigan Medical Marihuana Facilities Licensing Act, MCL 333.27101, et seq., and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et seq., as amended (“MRTMA”) as amended?

☐ Yes  ☐ No

18. Please set forth an operations statement, plan and or outline showing that all facility activities shall occur indoors and in a building which is locked.  
Attach as Exhibit “F”  
☐ Document(s) attached.  
If not attached, why not and when is applicant expected to supplement: ____________________________

19. Will all necessary building, electrical, plumbing and mechanical permits obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices are located?

☐ Yes  ☐ No
20. When available and prior to the issuance of any permit, the Applicant must submit all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire department showing compliance with the Michigan Fire Protection Code and confirmation that the storage of any chemical, herbicide, pesticide and or fertilizer has also been approved by the Orion Fire Department.
Attach as Exhibit “G”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________

21. In any portion of the structure where the storage of any chemicals such as herbicides, pesticides, and/or fertilizers, do you agree to be subject to inspection and approval by the Orion Fire Department to ensure compliance with the Michigan Fire protection Code?

☑ Yes ☐ No

22. Will you ensure that no other uses, other than accessory uses, will be permitted within the same Facility other than those associated with cultivating, processing, transporting or testing marihuana?

☑ Yes ☐ No

23. Please state and/or provide documentation showing the plan that all litter and waste will be properly and safely removed and will not constitute a source of contamination in areas where marihuana is exposed. Further, please include how the applicant will dispose of rubbish so as to minimize the development of odor and minimize the potential for development of waste odor and waste from becoming an attracted, harborage or breeding place for pests. Please include a detailed description of the ventilation system. Attach as Exhibit “H”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________

a) Will litter and waste be properly removed and the operating systems for waste disposal maintained in an adequate manner so that they do not constitute a source of contamination in areas where marihuana is exposed?

☒ Yes ☐ No

b) Will floors, walls and ceilings be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair?

☒ Yes ☐ No
c) Will there be adequate screening or other protection against entry of pests, and will rubbish be disposed of so as to minimize the development of odor, minimize the potential for development of waste odor, and minimize the potential for waste becoming an attractant harborage or breeding places for pests?

☐ Yes  ☐ No

d) Will all buildings, fixtures and other facilities be maintained in a sanitary condition?

☐ Yes  ☐ No

e) Will each Facility center provide its occupants with adequate and readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair?

☐ Yes  ☐ No

24. Please state how the Applicant intends to avoid excessive noise, dust, vibrations, glare, fumes or odors detectable to the normal senses beyond the boundaries of the property. Attach as Exhibit "a".

☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: __________________________

a) Will each Facility be operated in a manner that does not create excessive noise, dust, vibrations, glare, fumes or odors detectable to the normal senses beyond the boundaries of the property on which that Marihuana Facility will operate/operates or in violation of any other ordinance?

☐ Yes  ☐ No

25. Please provide the plan and supporting documentation showing that all disposal systems for spent water and spent soil have been adequately and safely disposed of and accounted for.

Attach as Exhibit "J".

☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: __________________________

26. Please provide a security and safety plan, and at a minimum showing the facilities surveillance systems and continuous monitoring systems of the entire premise as required by the ordinance.

Attach as Exhibit "K".

☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: __________________________
a) Will the Facility continuously monitor the entire premises with surveillance systems that include security cameras operating 24 hours a day, 7 days a week, every day of the year, and will these recordings be maintained for a period of at least 30 days?

☑ Yes ☐ No

27. Please state and/or show the exterior signage or advertising identifying the facility. Attach as Exhibit “L”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________________
The facility will only show the numbers associated with its address

a) Do you understand and agree that any exterior signage or advertising identifying the Facility as a marihuana facility is prohibited?

☑ Yes ☐ No

SECTION D- BUSINESS OPERATIONS AND SECURITY

28. Active business operations shall not be open outside of the hours of 7am and 9pm.

<table>
<thead>
<tr>
<th>Active Hours of Operations:</th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
</tr>
<tr>
<td>Close</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
</tr>
</tbody>
</table>

29. Will security guards be provided? If yes, how many? 1

☑ Yes ☐ No

30. Days and Hours security guards will be provided:

<table>
<thead>
<tr>
<th>24 Hrs?*</th>
<th>Yes/No</th>
<th>Yes/No</th>
<th>Yes/No</th>
<th>Yes/No</th>
<th>Yes/No</th>
<th>Yes/No</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
</tr>
<tr>
<td>Finish</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
</tr>
</tbody>
</table>

*If any day is not 24 hrs., please enter Start and Finish times.
SECTION F- BACKGROUND

31. Have you previously operated in this Township or any other County, City, or State under a Medical or adult use Marijuana/Marihuana License or Permit?

☐ Yes  ☐ No

32. Have any of the previously issued licenses or permits mentioned above been revoked or suspended?

☐ Yes  ☑ No

If yes, provide an explanation for the revocation/suspension below.

____________________________________________________________________
____________________________________________________________________

33. Is the Applicant or Authorized Signer currently licensed by any governmental agency to engage in any business?

☑ Yes  ☐ No

34. If yes to questions 31, 32, or 33, please list each such license or permit held, the city or state in which it is held, and expiration date thereof.

State of Michigan license to operate medical marihuana cultivation facilities.

____________________________________________________________________
____________________________________________________________________

35. Has the Applicant or any stakeholder been convicted or incarcerated for a felony within the past ten (10) years or ever been convicted of an illegal substance related felony?

☐ Yes  ☐ No

If yes, list the associated criminal case number(s), the statute(s) violated, the date(s) of conviction, the date(s) of imposition of probation and/or parole, and the name and address of the sentencing court.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

9
I HEREBY CERTIFY UNDER OATH AND PENALTY OF PERJURY THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION IS COMPLETE, TRUE AND ACCURATE. I UNDERSTAND THAT ANY OMISSIONS OR INACCURATE INFORMATION OF THE APPLICANT, MY AGENTS OR EMPLOYEES WILL DISQUALIFY MY APPLICATION FROM CONSIDERATION.

Applicant’s Signature:  

[Signature]

Print Name: Stephen Goldner  
Title: Owner

Dated: 10/26/2020

If needed additional signatures:

Witness Signature:  

[Signature]

Print Name: Aaron Fogelman  
Title: 

Print Name:  
Title: 

Print Name:  
Title: 
LIST OF DOCUMENTS TO PROVIDE WITH APPLICATION

(Where applicable, an attached document(s) may satisfy more than one requested document. If so, please identify the appropriate responsive Exhibit or document in the space provided.)

Application Documents

Exhibit A & B: Floor plan or drawings to scale and elevations as required by Orion Township Ordinance No. 154 with location plan showing surrounding area as required by Ordinance.
✓ Document Attached. If not, why not: ____________________________

Exhibit C: Copy of Proof of Ownership, Purchase Agreement, Lease, or options for the site where the Marihuana Facility will be operated. (If leased, signed document by owner consenting of the lease to the site for a Marihuana Facility).
✓ Document Attached. If not, why not: ____________________________

Exhibit D: Copy of map and/or other documents in response to question 15.
✓ Document Attached. If not, why not: ____________________________

Exhibit E: Copy of the Applicant's application for license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs.

Exhibit F: Copy of operations statement, plan and or outline showing facility activities shall occur indoors and in locked building (question 21).
✓ Document Attached. If not, why not: ____________________________

Exhibit G: Copy of all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire Department showing compliance. (question 23)
✓ Document Attached. If not, why not: ____________________________

Exhibit H: Copy of plan for litter and waste removal and detailed description of ventilation system. (question 26)
✓ Document Attached. If not, why not: ____________________________

Exhibit I: Copy of plan to avoid excessive noise, dust, vibrations, glare, fumes or odors. (question 27)
✓ Document Attached. If not, why not: ____________________________

Exhibit J: Copy of plan and supporting documents showing disposal of spent water and soil safety plan. (question 28)
✓ Document Attached. If not, why not: ____________________________

Exhibit K: Description of a security and safety plan as required in the Orion Township Ordinance No. 154 for Licensed Marihuana Facility. (question 29)
✓ Document Attached. If not, why not: ____________________________
Exhibit L: Any proposed text or graphical materials to be shown on the exterior of the proposed facility. (question 30)
☐ Document Attached. If not, why not: Exterior will only show building numbers.

Additional Documents

1. Copy of Articles of Incorporation or Limited Liability company or Partnership Agreement or assumed name certificate.
   ✔ Document Attached. If not, why not: ________________________________

2. Copy of Internal Revenue Service SS-4 EIN confirmation letter.
   ✔ Document Attached. If not, why not: ________________________________

3. Copy of Operating Agreement for LLC or Bylaws of Corporation of Partnership.
   ✔ Document Attached. If not, why not: ________________________________

4. Staffing plan.
   ✔ Document Attached. If not, why not: ________________________________

5. Proof of insurance showing compliance with Township Ordinance.
   ✔ Document Attached. If not, why not: ________________________________

6. Executed Affirmation of Stakeholder
   ✔ Document Attached. If not, why not: ________________________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I, Stephen Goldner, make this affirmation in support of the
   Application for a permit with the Charter Township of Orion for a Marihuana facility
   located at 180 Premier Drive, Orion Charter Township, MI ________________________

2. I affirm that I
   a. That I am at least 21 years of age.
   b. Have never been indicted or charged with or arrested for, convicted of, plead
      guilty, or nolo contendere to a felony or to a controlled substance related
      misdemeanor.

3. I have not previously had a business license permit or registration denied or revoked or
   suspended by Orion Township.

4. Dated: 10/26/2020 ____________________
   Print name: Stephen Goldner
1. Type of Permit Requested:
   - Class "C" Grower Facility (medical)
   - Class "C" Grower Facility (adult-use)
   - Processing Center Facility (medical)
   - Processing Center Facility (adult-use)
   - Safety Compliance Facility (medical)
   - Safety Compliance Facility (adult-use)
   - Secured Transporter Facility (medical)
   - Secured Transporter Facility (adult-use)
   - Excess Grower
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: Pure Green, LLC

2. Date and Time Application accepted by Orion Township:
   Date: 10/28/2020 Time: 12:00 PM

3. Initial Application shall include nonrefundable $5,000 application fee and $5,000 annual permit fee. ($10,000.00 total) The annual permit fee is refundable if permit is denied. The annual renewal fee will be in the amount set by resolution of the Township Board of Trustees in its schedule of fees.
   - $5,000.00 Non-Refundable Initial Application Fee paid on: 10/28/2020
   - $5,000.00 Annual Permit Fee paid on: 

Optional Inspections – To be Completed by Orion Township Clerks Office

   Building Department Inspection Date: ________________ Signed by: ____________________
   Police Department Inspection Date: ________________ Signed by: ____________________
   Fire Department Inspection Date: ________________ Signed by: ____________________
A. & B. Facility Floor Plan
C. Lease Agreement
COMMERCIAL LEASE

This lease (the Lease), is entered into on November 1, 2020, between Premier Drive Tycoon I, LLC, with an address at 1615 S Telegraph Rd, Bloomfield Hills, MI (Landlord), and Pure Green, LLC, (Tenant) on the terms and conditions listed below.

1. Description of the Premises. Landlord owns the real property, improvements and any and all structures thereon located at 180 Premier Drive, Orion Township, MI 48359 ("Premises"), consisting of approx. 72,000 square feet. Tenant shall have the right to use the Premises to conduct its daily business operations and for any ancillary or related purposes including the operation of a marihuana business.

2. Basic Lease provisions. The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

(a) Term: 10 years (See §3)
(b) Commencement Date: November 1, 2020 (See §3)
(c) Termination date: October 31, 2030 (See §3)
(d) Options: 1 option to renew for additional 10 years (See §3)
(e) Monthly installment amount: $75,000 or $12.50 per square foot; (See §4)
(f) Security deposit: $75,000.00 (See §5)
(g) Use: Tenant's desired business operation (See §10)

3. Term. This Lease shall be for a term stated in section 2(a) commencing on the date stated in section 2(b) (the Commencement Date) and terminating on the date stated in section 2(c). The rent for the first month shall be prorated from date of occupancy, if the date of occupancy is after the first day of the month. Each succeeding lease year shall begin on the anniversary of the same date and continue until the termination of the Lease.

Provided that Tenant is not in default under this Lease at the end of the then current Lease term, Tenant shall have the right to renew the term of this Lease for the option period stated in section 2(d) by giving Landlord written notice of Tenant’s intent to renew the Lease at least 120 days before the expiration of the then current term. The renewal shall be on the same terms and conditions as in this Lease, except that the minimum rent for each renewal term shall be increased by a percentage equal to the percentage increase in the Consumers Price Index (Bureau of Labor Statistics Washington, D.C., all Cities) (CPI) during the preceding term. The percentage increase shall be determined by comparing the latest available CPI before the Commencement Date of the Lease or the prior term, whichever shall apply, and the latest available CPI on or before the expiration of the immediately preceding initial or renewal lease term. The word "term" as used in this Lease shall include any renewal term.

4. Minimum rent. Tenant shall pay to Landlord as rent the sum stated in section 2(e), payable in monthly installments due in advance, on the first day of each month during the term of this Lease. All rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset.

If Tenant shall fail to pay any amount due from it to Landlord under this Lease when that amount shall be due, a one-time late charge of $50.00 shall be assessed and thereafter the amount of rent not paid shall be subject to a service charge until that amount is paid at the lesser of the rate of 5% per month or the highest rate permitted by law.

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5. **Security deposit.** Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum stated in section 2(f) as a security deposit. The deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term of this Lease.

If Tenant fails to keep and perform any of its covenants of this Lease, Landlord at its option may appropriate and apply the entire deposit, or so much as may be necessary, to compensate Landlord for loss or damage sustained by Landlord due to Tenant’s breach. If the entire deposit or any portion is appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant, Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the security to the original sum deposited. Tenant’s failure to do so within 5 days after receipt of demand shall constitute a breach of this Lease.

6. **Taxes.** Tenant shall pay or cause to be paid all real property taxes and special assessments levied against the Building including the Premises. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the Premises.

7. **Maintenance and repair.** Tenant shall maintain and repair and keep the Premises in good condition and repair, including the exterior windows and the electrical system. Landlord shall, at tenants expense, make all other repairs and replacements to the Building, including those of a structural or capital nature. Landlord shall, at tenants expense, enter into an annual maintenance contract with a licensed heating and mechanical firm for the maintenance of the heating and air conditioning equipment during the term. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

Tenant shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition. Tenant shall be responsible for all repairs or replacements to the Building occasioned by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

8. **Utilities.** Tenant shall have all utilities servicing the Premises metered in its own name and shall pay all charges and deposits for the utilities provided to or used in the Premises during the term of this Lease. Tenant shall also pay 100% of the water and sewer bill. Landlord shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of Landlord.

9. **Liability insurance.** Tenant shall indemnify Landlord and save Landlord harmless from any liability or claim for damages that may be asserted against Landlord by reason of any accident or casualty occurring on or about the Premises. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of an amount as recommended by Landlord’s insurance agent that, for the initial coverage, shall be not less than $1 million for injury or death to any one person, $3 million for injury or death to more than one person, and $500,000 regarding damage to property. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of any material change in or renewal of the policy. All insurance policies shall name Landlord and any persons designated by Landlord as insured parties.

Any insurance maintained by either party pursuant to this section or under this Lease shall contain a
clause or endorsement under which the insurer waives all rights of subrogation against the other party, its 
agents or employees, regarding losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be at Tenant's sole risk.

10. Use. Tenant shall use and occupy the Premises for the purpose stated in section 2(g) and for no other 
purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use 
the Premises for any purpose or in any manner in violation of any State law, local ordinance, rule or 
regulation adopted or imposed by the City in which the Premises is situated. Tenant shall not deface or 
injure the Premises or the Building, permit anything to be done on the Premises tending to create a 
nuisance or to disturb other tenants in the Building, or permit any activity in the Premises that will result 
in an increase of any premium, or cancellation of a policy, for insurance on the Premises or the Building.

11. Construction of leasehold improvements. Landlord grants Tenant express consent to construct 
certain leasehold improvements as may be required for Tenant's use. The cost of Tenant's leasehold 
improvements shall be paid for by Tenant. The improvements shall be constructed in a good and 
workmanlike manner.

12. Operations. Tenant's operations in conjunction with the Premises shall meet the requirements set 
forth below.

a. Tenant shall keep all garbage and refuse in the kind of container specified by Landlord. If Landlord 
shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at 
Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

b. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in any 
pipes and fixtures.

c. Tenant shall keep the outside areas immediately adjoining the Premises clean and free from dirt and 
rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or 
merchandise in those areas. Tenant shall water and maintain any flowers, shrubs, and trees located 
immediately adjoining the Premises.

d. Tenant shall only store and/or stock in the Premises goods, wares, and merchandise that Tenant intends 
to offer for sale at retail.

e. Tenant shall conduct its business in the Premises in a dignified manner and in accordance with high 
standards of store operation.

13. Restrictions on Tenant's activities. Without Landlord's written consent, Tenant shall not engage in 
the activities listed below.

a. Tenant shall not operate all or any part of its business in the Premises in any manner that is inconsistent 
with its intended use of the Premises.

b. Tenant shall not conduct any auction, fire, going-out-of-business, or bankruptcy sales in the Premises.

c. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending 
machines or similar devices for the sale of goods, wares, merchandise, food, beverages, or service,
including, without limitation, pay telephones, pay lockers, scale, and amusement devices without Landlord’s prior written consent.

d. Tenant and Tenant’s employees and agents shall not solicit business in the parking or other common areas of the Building, nor shall Tenant or its employees or agents distribute any handbills or other advertising matter in or on automobiles parked in the parking area or in other common areas without Landlord’s prior written consent.

e. Tenant and its employees and agents shall not park any vehicle on the Building land except in areas that are designated by Landlord for that use.

14. Assignment and subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the prior written consent of Landlord. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease. Landlord’s right to assign this Lease is and shall remain unqualified. On any transfer of Landlord’s interest in the Premises in which the purchaser assumes all obligations under this Lease, Landlord shall be free of all obligations of Landlord under this Lease and shall not be subject to any liability resulting from any act or omission or event occurring after the conveyance. Tenant agrees to recognize the transferee as Landlord, and Tenant further agrees, at Landlord’s request, to execute and deliver such documents and estoppel letters as Landlord may request to assist in that transfer.

15. Estoppel letter. On not less than 10 days’ prior written notice from Landlord, Tenant shall sign and deliver to Landlord an estoppel letter that

a. certifies that this Lease is unmodified and in full force and effect (or, if modified, states the nature of the modification and certifies that this Lease, as so modified, is in full force and effect);

b. acknowledges that there are not, to Tenant’s knowledge, any uncured defaults on the part of Landlord or specifying the default if any are claimed;

c. certifies the date to which all forms of rent have been paid; and

d. certifies the amount, if any, of the security deposit paid to Landlord.

Tenant’s failure to deliver such an estoppel letter within the 10 days shall be conclusive on Tenant that

a. this Lease is in full force and effect, without modification except as may be represented by Landlord;

b. there are no uncured defaults in Landlord’s performance;

c. not more than one month’s rent has been paid in advance; and

d. no security deposit has been paid except as may be represented by Landlord.

16. Acceptance of Premises. The occupancy by Tenant of the Premises shall constitute an acknowledgment by Tenant that the Premises are then in the condition called for by this Lease.

17. Damage or destruction. If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable,
the same shall be repaired as promptly as possible with the insurance proceeds unless this Lease is
terminated. In the event of damage or destruction, if this Lease is not terminated, the rent shall be abated
proportionately to the loss of use suffered by Tenant.

If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other
casualty, and the cost of restoring the Premises to its condition prior to the damage shall equal or exceed
40 percent of its fair replacement value immediately prior to the damage, or if the Premises are damaged
by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by
giving Tenant written notice of its election to do so within 15 days after the date on which the damage
occurs. On the giving of notice, the Lease shall terminate as of the date on which damage occurred and
the rent shall be adjusted to that date. In default of notice by Landlord, this Lease shall continue and
Landlord shall cause the Premises to be repaired or restored with due diligence.

18. Condemnation. If the whole or any part of the Premises shall be taken by any public authority under
the power of eminent domain, the term of this Lease shall cease on that part to be taken from the day the
possession is acquired by the public authority and the rent shall be paid up to that date. If the portion of
the Premises taken substantially impairs the usefulness of the Premises for the purpose for which the
Premises were leased, Tenant shall have the right either to terminate this Lease or to continue in the
possession of the remainder of the Premises under the terms and conditions of this Lease except that the
rentals shall be reduced in proportion to the amount of the Premises taken, and in the latter event,
Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded
for the taking shall belong to and be the property of Landlord.

19. Alterations and signage. No improvements, alterations, additions, or physical changes shall be made
on the Premises by Tenant without the prior written consent of Landlord.

Tenant agrees that it will not place or maintain on any exterior door, wall, or window of the Premises any
signs, awning or canopy, or advertising matter, or other thing of any kind and will not place or maintain
any decoration, lettering, or advertising matter on the glass of any window or door of the Premises that is
not in conformity with all applicable governmental rules and regulations and the rules and regulations of
the Building as set forth by Landlord and further, without first obtaining Landlord's prior written
approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising
matter, or other thing as may be approved in good condition and repair at all times. Tenant further
acknowledges that Landlord may, at its option, regulate the lettering size, style, and color of Tenant's sign
so that all signs in the Building are of a like size, color, style of lettering, and like material. Tenant agrees
that it will conform its sign to that as regulated by Landlord for the general use in the Building, regardless
of how and in what manner Tenant normally designs its name for use in its sign and further regardless of
whether or not Tenant uses the form and style of its sign as a trademark.

All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of
Tenant shall be the property of Landlord and shall remain on and be surrendered with the Premises at the
termination of the Lease; provided, however, that Landlord may require that Tenant remove the
alterations and improvements and repair any damages to the Premises caused by the removal.

20. Remedies and default. If Tenant shall default in the payment of any sums to Landlord when due and
shall not cure such default within 7 days; or if Tenant shall default in the performance of any other
covenant or condition of the Lease and shall not cure such other default within 30 days after written
notice from Landlord specifying the default; or if Tenant or its agent shall falsify any report to be
furnished to Landlord pursuant to the terms of this Lease; or in case Tenant shall be adjudicated a
bankrupt or make any assignment for the benefit of creditors; then, in any such event, Landlord may
either (a) accelerate the full balance of the rental payable for the remainder of the term and sue for such sums or Landlord may terminate this Lease or (b) reenter the Premises, without terminating this Lease, and dispossess Tenant or any other occupant of the Premises and remove Tenant's effects and relet the same for the account of Tenant for such rent and on such terms as shall be satisfactory to Landlord, crediting the proceeds, first to the costs and expense of reentry, alterations and additions, and the expense of reletting, and then to the unpaid rent and the other amounts due during the remainder of the term. Tenant shall remain liable to Landlord for any unpaid balance.

In case suit shall be brought for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

21. Access to Premises. Landlord shall have the right to enter on the Premises at all reasonable hours to inspect and for access to the Premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises.

22. Rules and regulations. Landlord reserves the right to adopt from time to time rules and regulations for the operation of the Building that are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all those rules and regulations. Any such rules shall not dictate the days or time of business operation.

23. Waiver. The failure of Landlord to insist on a strict performance of any of the terms, covenants, or conditions of this Lease or rules and regulations of the Building shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions or rules and regulations. This Lease may not be changed, modified, or discharged orally.

24. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth above or to such other address as either party may furnish in writing during the term of this Lease.

25. Quiet enjoyment. Landlord covenants and agrees with Tenant, its successors, and assigns that on Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, have, occupy, possess, and enjoy the Premises for the full term of this Lease.

26. Subordination to mortgage. Any mortgage now or hereafter placed on the Premises shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination including, if requested, an estoppel letter as set forth in section 15. If Tenant fails to supply the estoppel letter, the provisions in section 15 to cover that failure shall apply. Notwithstanding the foregoing, Tenant's possession of the Premises under this Lease shall not be disturbed by any mortgagee, owner, or holder of note secured by a mortgage placed on the Premises, unless Tenant shall breach any of the provisions of this Lease and the lease term of Tenant's right to possession shall have been lawfully terminated in accordance with the provisions of this Lease.
27. **Building revisions by Landlord.** Landlord reserves the absolute right at any time and from time to time to make changes or revisions in the Building, including such changes to the parking lot, driveways, signs, and sidewalks, by making additions to, subtractions from, or rearrangements of the improvements in the Building, as long as the revisions do not materially affect Tenant's use of the Premises.

28. **Holding over.** If Tenant remains in possession of the Premises after the expiration or termination of the Lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to month-to-month tenancy, except that the rent shall increase to 2 times the rent owing at the end of the lease term. The month-to-month tenancy shall be cancelable by either party on 30 days' written notice to the other.

29. **Recording.** Tenant shall not record this Lease without the written consent of Landlord; however, on the request of either party the other party shall join in the execution of a memorandum or so-called “short form” of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall describe the parties, the Premises, and the term of this Lease and shall incorporate this Lease by reference.

30. **Captions and headings.** The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

31. **Applicable law.** This Lease shall be construed under the laws of the state of Michigan. Venue for any disputes under this agreement shall lie in Oakland, Michigan. If any provision of this Lease or the application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

32. **Successors.** This Lease and the covenants and conditions shall inure to the benefit of and be binding on Landlord, its successors, and assigns and shall be binding on Tenant and permitted assigns of Tenant.

33. **Effective date.** The parties have caused this agreement to be signed and shall be effective as of the day and year first above written.

<signature page to follow>
IN WITNESS WHEREOF, the parties have respectively signed and sealed this Lease as of the day and year first above written.

LANDLORD
Premier Drive Tycoon I, LLC

Signature: [Signature]
Name: Daryl Heller
Title: Owner

TENANT
Pure Green, LLC

Signature: Stephen Goldner
Name: Stephen Goldner
Title: CEO
D. Zoning Survey
F. Operations Plan
PURE GREEN, LLC
Business & Operations Plan

PREAMBLE:
Pure Green, LLC ("Applicant") will strictly comply at all times with applicable state law and local ordinance codes, including rules and emergency rules that may, from time to time, be promulgated by the state or Orion Township. All business activities will take place indoors in a locked facility. Applicant has retained a law firm with established expertise in Michigan marihuana law to ensure continuing education and compliance with the laws as they evolve. The statements made in this application are made with a clear and thorough understanding of state and local requirements as they exist on the date of application, but the operations of Applicant will be amended to comply with all future derivations of the state and municipal laws.

I. OVERVIEW
Applicant is a Michigan limited liability company formed to operate twenty four (24) commercial marihuana GROWER (Class C) facilities whose primary mission is to provide a source of high-quality marihuana to processors and provisioning centers across the state of Michigan.

II. ADMINISTRATION
A. Location & Zoning
   i. Buffers
      a. The distances described are measured horizontally between the nearest property lines.
      b. The facility is not within 1,000 feet of any educational institution or school, college or university, church, house of worship or other religious facility, licensed child care, preschool, public library, or public or private park.

   ii. Applicant is leasing the property pursuant to the attached lease and the owner/lessor of the property authorizes the use of the property as a marihuana facility in the lease agreement, which is attached.

B. Organizational Structure
   i. Pure Green, LLC ("Company") is organized as a Michigan limited liability company and is in good standing.

   ii. The members, owners, directors, officers, and managers of the Company are:
       Stephen Goldner, Member-Manager
       4761 Tara Ct.
       West Bloomfield, MI 48323
There are no other named officers or employees of the Company at this time, and Applicant will supplement its application and notify the municipality if and when this changes.

iii. The members, owners, directors, officers, and managers of Applicant meet all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

a. No member, owner, director, officer, manager or any person having an ownership interest in the application has an interest in a secure transport facility license or a safety compliance facility license.

b. The Applicant meets all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance

iv. The Applicant has never applied for been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked or not renewed.

C. Permits & Licenses

i. This Business and Operations Plan is submitted as an addendum to the applications for Ten Orion Township permits to operate a business and the Orion Township special use/site plan application.

ii. All operations in this Business and Operations Plan will comply with regulations issued by the Department of Licensing and Regulatory Affairs (LARA).

iii. Applicant intends to apply for, obtain, operate, and comply with a state license to operate a grower facility under the MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MRTMA and all applicable permits and licenses from Orion Township.

v. Upon granting of a permit to operate a grower facility, Applicant will prominently display the original Orion Township permit at the Permitted Premises in a location where it can be easily viewed by the public, law enforcement, and administrative authorities.

vi. At all times the facility will hold a valid local Permit and State Commercial Marihuana Facility License for a Grower.

vii. In addition to complying with the Orion Township Ordinance Authorizing and Permitting Commercial Marihuana Facilities, Applicant will comply with all Township Ordinances, including without limitation, the Township Zoning Ordinance, as well as the requirements of the County Road Commission, County
Building Inspector, County Drain Commissioner, District Health Department, Soil Erosion Officer, County Conservation Service, areas fire departments, Michigan Department of Natural Resources, Michigan Department of Environmental Quality, and any other applicable township, county, state and federal statutes.

viii. Applicant will have available, at all times, documentation that local and State sales tax requirements, including any requirement for a license, are satisfied.

ix. Applicant will provide updated operational and security plans to Orion Township upon request and prior to any proposed changes in its operations.

D. Inspections

i. Applicant will provide access to the facility for inspection to any federal, state, or local law enforcement officer to ensure compliance with the permit.

ii. Applicant consents to inspections as required in the MMFLA and pursuant to the Orion Township ordinance.

III. OPERATIONS
Applicant proposes ten (10) state-licenses in a single marihuana grower facility for the cultivation, drying, trimming, curing, and packaging of marihuana for sale to a processor or provisioning center pursuant to the requirements and restrictions of the Marihuana Facilities Licensing Act, PA 281 of 2016, and all future derivations thereof. This facility will be located in a secure industrial facility.

A. Compliance with State Regulations
Applicant will meet all operating regulations established by LARA and the Marihuana Licensing Board for Growers, including without limitation, any standards, procedures, and requirements for:

i. quality control
ii. chain of custody
iii. marihuana storage
iv. waste disposal
v. labeling and packaging
vi. storage of chemicals

B. Description of the Facility
Applicant’s facility will be used exclusively for the cultivation, drying, trimming, curing, and packaging of legal usable marihuana for sale to processors or provisioning centers.

C. Entry to Facility
Generally, the public will not be allowed entry to the facility. Notwithstanding the forgoing, Applicant will not allow entry to the facility to anyone under the age of 18.
D. Employees
Applicant anticipates having between fifteen (55) and (65) full and part-time employees, as many as possible of whom will be local community residents. None of Applicant's employees will be registered primary caregivers during the employment with Applicant. Please reference the staffing plan for a detailed list of potential positions.

E. General Policies
i. Applicant will only sell or transfer marihuana to a processor or provisioning center.

ii. Applicant will only use secure transporters in the distribution or exchange of marihuana or currency with processors or provisioning centers.

iii. Applicant will not promote the unlawful use of marihuana or any other drug or provide or otherwise make marihuana available to any person who is not legally authorized to receive Marihuana under state law.

iv. No owner, the Applicant, or any employee of Applicant will grow marihuana in the Permitted Premises for his or her own use.

v. The following activities are prohibited on the Permitted Premises:
   a. the sale, consumption, or use of alcohol, or controlled substances;
   b. smoking or consumption of marihuana.

F. Cultivation Plan
i. Propagation
   a. Lighting
   b. Watering
   c. Nutrient Application
   d. Integrated Pesticide Management

ii. Harvesting and Trimming

iii. Drying and Curing

iv. Packaging

v. Distribution
   a. All marihuana products will be validated from a verified transport manifest, created from the statewide monitoring system. The manifest includes a detailed form with the number of packages and detailed content for confirmation/validation with secure transporters and purchasers of the shipment (processors or provisioning centers).
   b. Each transport shipment will be processed in the following manner:
      1. Entry of shipped inventory into the statewide monitoring system.
      2. Confirmation with Secure Transporter of valid and verified transport manifest, including product count, weight of each package or item
c. State certified scales will be used to verify and weigh all marihuana, in whatever form.

G. Inventory Management
   i. Applicant will not control or have on the Permitted Property an amount of marihuana plants or usable marihuana that exceeds any amount permitted by the state License or the Township permit.

   ii. Tracking and Monitoring
       Applicant will use a third-party inventory control and tracking system to interface with the statewide monitoring system. The third-party inventory control and tracking system will have the capabilities necessary to comply with the requirements applicable to a grower licensee:

       a. Track all marihuana plants and packages;
       b. Track lot and batch information throughout the entire chain of custody;
       c. Track transportation of product;
       d. Track marihuana waste;
       e. Track all marihuana product transfers;
       f. Track sales and returns;
       g. Track marihuana plant, batch, and product destruction;
       h. Perform batch recall tracking;
       i. Report and track loss, theft, or diversion of marihuana products;
       j. Receive testing results electronically from a safety compliance facility;
       k. Provide access to state agencies and law enforcement as required;
       l. Report all inventory discrepancies.

   iii. Applicant will enter all transactions, current inventory, and other information into the statewide monitoring system as required by the MMFLA, the Marihuana Tracking Act, and any associated regulations.

   iv. Inventory reconciliation - At the end of each day, physical inventory counts will be reconciled with the third-party inventory control and tracking system.

   v. Returns

H. Quality Control
   i. Sampling (by Licensed Safety Compliance Facility)

   ii. Batch Testing (by Licensed Safety Compliance Facility)

   iii. Transport to Safety Compliance Facility (by Secured Transporter)

I. Signage and Advertising
i. Applicant has no proposed signage at this time, but will amend this plan accordingly and provide the township with its sign permit application if and when it does wish to propose signage.

ii. Applicant will not display pictures, photographs, drawings or other depictions of Marihuana or Marihuana Paraphernalia on the outside of the Permitted Premises, nor will such pictures, photographs, drawings, or other depictions of Marihuana or Marihuana Paraphernalia be visible outside of the Permitted Premises on the Permitted Property.

iii. The words "Marihuana, "or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana will not appear on the outside of the Permitted Premises, nor will "Marihuana, "or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana be visible outside of the Permitted Premises on the Permitted Property.

J. Visibility of activities

i. All activities of the facility, including without limitation, the cultivation, harvesting, trimming, drying, curing and packaging of Marihuana, and all other related activity permitted under Applicant’s License or Permit will occur indoors.

ii. No marihuana or paraphernalia shall be displayed or kept in the facility so as to be visible from outside the Permitted Premises.

K. Security

i. Plan

Applicant will maintain, at all times, a centrally-monitored security and alarm system on the premises that meets or exceeds state regulatory requirement. Applicant will maintain policies and procedures to include:

a. Regular drills of the security protocols and emergency plans;

b. Controlled and restricted access to the Permitted Property and Permitted Premises to employees, agents, and owners of Applicant, and law enforcement or state or local authorities as necessary to ensure Applicant’s compliance with state and local laws.

c. Internal and external cameras with 24-hour monitoring and off-site recording;

d. Installed panic buttons

e. Limitations on the amount of currency and marihuana stored onsite;

f. Cooperation and coordination with local law enforcement;

g. Permitted premises will only be able to be accessed through a combination of security locks and access codes; and

h. The ability to remain operational during a power outage with battery back-up.

ii. Security Surveillance Cameras
Security surveillance cameras will be installed to monitor all entrances, along with the interior and exterior of the premises, which will capture all areas of the property unless otherwise prohibited by law, including unobstructed video surveillance of all enclosed areas, unless prohibited by law, including all points of entry and exit that shall be appropriate for the normal lighting conditions of the area under surveillance.

iii. Security Recordings and Documentation
   a. All security recordings and documentation will be preserved for at least 30 days and made available upon request by any law enforcement.

iv. Robbery and Burglary Alarm System
   Applicant will employ an alarm system that meets state requirements and obtains state approval. Specifically,
   a. Applicant will employ a centrally alarmed and monitored security system that will be monitored 24 hours a day, 7 days a week for the Permitted Premises pursuant to the attached service agreement.
   b. There will be a perimeter alarm on all entry points and perimeter windows of the Permitted Premises.
   c. A failure notification system will provide an audible, text, or visual notification of any failure in the surveillance system. A panic button and alarm will directly notify the local law enforcement agency having primary jurisdiction.

v. Storage of Marihuana and Currency
   a. Applicant will store usable marihuana that is not otherwise in the process of being dried, trimmed, cured, packaged, or distributed including packaged and un-packaged usable marihuana, and currency in a secured locked safe that is permanently affixed to the premises.

L. Ventilation Plan/Air Filtration System
   i. Applicant’s facility operation and design will provide sufficient measures and means to minimize any impact to adjacent uses, including the control of odor by maintaining and operating an air filtration system so that no odor is detectable outside the Permitted Premises.

   ii. Applicant’s equipment and methods to control odor include a comprehensive air filtration system, consisting of
       a. Activated Carbon Filters.
       b. Heavy Duty Ventilation Fans.

 iv. Details and specifications of the equipment used for Applicant’s ventilation and air filtration plan are attached.
v. The total enclosed space in which harvested marihuana will be stored amounts to approximately 300 sq. feet. Applicant will use an advanced filtration system rated appropriately for the area.

vi. The air filtration system will be maintained in working order at all times and will be in use at all times. Filters will be changed a minimum of once every 365 days.

vii. In addition to the use of an air filtration system, Applicant will mitigate odors by keeping doors and windows closed at all times, except the minimum amount of time needed to allow ingress and egress to the building.

M. Toxic/Flammable/Hazardous Materials

i. Applicant's use of toxic, flammable, or other harmful, hazardous, or combustible materials will be limited to plant nutrients and pesticides and cleaning products. The facility may use the following nutrients and pesticides:

   a. CocoTech Bloom A
   b. CocoTech Grow A
   c. CocoTech Premier Nutrient
   d. FloraBloom Nutrient System
   e. FloraGrow Nutrient System
   f. Golden Tree Plant Food.
   g. Nutra Green 5-10-5 plus Micronutrients Foliar Spray
   h. Diatomaceous Earth
   i. Neem Oil
   j. PyGanic Pro Pyrethrin 5% MGK Miticide

ii. The facility may use the following commercial cleaning products, along with the following household products: materials regulated by government agencies:

   a. Ultra Dawn Lemon Dish Soap
   b. Nature's Source Toilet Bowl Cleaner
   c. Fantastik Antibacterial Heavy Duty All Purpose Cleaner
   d. Windex Original Glass Cleaner
   e. Novo Foaming Instant Hand Sanitizer
   f. QuickSan Food Contact and Surface Sanitizer

iii. The materials will be stored in secured and ventilated cabinets. All combustible or reactive materials will be stored separately.

iv. Materials will be handled, stored, and disposed according to specifications in each Material Safety Data Sheet.

v. Material Safety Data Sheets are attached. (Exhibit "4").
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA and applicable local ordinance guidelines to prevent the waste marihuana from being possessed or ingested by any person and animal.

i. Applicant’s current, preliminary waste disposal plan consists of shredding and grinding damaged and unusable plants, roots, seeds, stalks and harvested marihuana and mixing it with one of several lawful over-the-counter products, such as sawdust or cat litter to render it unusable, unrecognizable, and unpalatable, and then discarding in secured bags as part of its solid waste disposal.

ii. The State of Michigan’s Marihuana Licensing Board may require or suggest as a part of its regulations, expected sometime in November, one or more alternative waste disposal options including, but not limited to, waste disposal through the secured transporter system, waste mitigation through THC extraction methods (rendering the marihuana waste product inert) or some other method. Applicant warrants that it will comply with all state and local requirements as to waste disposal, but further commits to its current preliminary plan to render all marihuana waste unrecognizable, unusable and inaccessible regardless of state or local requirements.

IV. COMMUNITY RESPONSIBILITY AND CONCLUSION
Although marihuana has been used as a medicine across the globe for hundreds of years, its commercial production and sale is new to us, this state, and your community. We appreciate the opportunity to show Orion Township that Marihuana can be safe and accessible to a community while providing jobs and local economic growth. We look forward to being productive and responsible community partners, and will work with the Township toward that goal.
G. Township Permits & Compliance
Charter Township of Orion
2325 Jostyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE
http://AccessMyGov.com

Type of Construction: Mechanical
Occupancy Group: PM20-0156
Edition of Code: 2015 MMC

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<td>180 PREMIER DR</td>
<td>MOLLICONE, JAMES P</td>
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<td>O-09-35-477-001</td>
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Work Description: Building B
Heat <250,000 (5), Heat >251 (26), Ducts (3), A/C (3), each additional ton (286), unit heater (25) and registration

Stipulations:
Estimated Cost: $0.00

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<td>HEAT &gt; 251,000 BTU</td>
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Inspector:
BRIAN CLAYCOMB
(248) 830 9005
mechinspector@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET
NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion
2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

BUILDING
PB20-047

SCHEDULE INSPECTIONS
AND VIEW RESULTS
ONLINE
http://AccessMyGov.com


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<td>180 PREMIER DR 0-09-35-477-001 Lot:</td>
<td>BRIVAR CONSTRUCTION COMPANY 7258 KENSINGTON ROAD BRIGHTON MI 48116</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
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Zoning: IV

Work Description: Interior build out of existing "Building B" shell for operation as a grow and cultivation facility

Stipulations:
Estimated Cost: $6000000.00

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Fee Total: $0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assisting all required inspections are requested in conformance with the applicable code.

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NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion
2525 Jolyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTIONS
AND VIEW RESULTS
ONLINE
http://AccessMyGov.com

**Type of Construction:**

**Occupancy Group:**

**Edition of Code:** 2018 NEC

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**Work Description:** Wiring grow facility

**Stipulations:**

**Estimated Cost:** $0.00

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**Fee Total:** 0.00

**Inspector:**

BILL HYDER
(248) 866 3373

elecinspector@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion
2525 Joslyn Rd  Lake Orion, MI 48360  PH 248 391 0304 Ext 6000
BUILDING DEPARTMENT
SCHEDULE INSPECTION
Please call the
Fire Department
248-978-5143

FIRE SUPPRESSION
PFS20-021

Type of Construction:  
Occupancy Group:  
Edition of Code:  

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<th>LOCATION</th>
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<td>180 PREMIER DR</td>
<td>EDWARD BARRY</td>
<td>PREMIER DRIVE LLC</td>
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<tr>
<td>0-09-35-477-001</td>
<td>1111 Oakley Park RD STE 201</td>
<td>919 N MARKET ST STE 930</td>
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<td></td>
<td>Walled Lake Mi 48390</td>
<td>WILMINGTON DE 19801-3036</td>
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Zoning: IV

Work Description: Building B
Fire Suppression
Please contact Jeff Williams to schedule your inspection

Stipulations:
Estimated Cost: $0 00

Inspector:
Jeffrey Williams
jwilliams@oriontownship.org

I agree this permit is only for the work described and does not grant permission for additional or related work which requires separate permit. I understand that this permit will expire and become invalid if work is not started within 180 days, or if work is suspended or abandoned for a period of 120 days, at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion

2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

<table>
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SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE
http://AccessMyGov.com

Type of Construction: Plumbing
Occupancy Group: Building
Edition of Code: 2015 MPC

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Work Description: Underground plumbing for grow rooms and sanitary lines for new bathroom group, hot and cold city water.

Stipulations:
Estimated Cost: $0.00

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<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
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<td>HUMIDIFIER</td>
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Inspector:
TOM KATICH
(248) 343 2012
plmbinspector@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 110 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable codes.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.
H. Litter & Waste Removal Plan
Litter & Waste Removal Plan

All biological waste product will be rendered unrecognizable by grinding it in an industrial grinder and combining it with other non-consumable solid waste, including the media in which we cultivate plants, Rockwool. The inclusion of inert material renders the combined solid waste unusable. All waste will be stored in a locked dumpster that is emptied at minimum once per week.

The company intends to employ particulate filtration in areas where waste is stored and processed, which minimizes potential exposure and impact to the outside environment. The facility, which is designed around large water chillers, is designed to circulate air rather than ventilating it. This process helps to avoid excess exposure of odors to the surrounding community.
I. Noise, Dust, Vibrations, Glare & Fumes Plan
Noise, Dust, Vibrations, Glare, Fumes or Odors Plan

Excessive Noise, Dust, Vibrations, Glare and Marijuana odors emanating from our facilities are a valid concern for the community and our neighbors. This plan details the measures deployed to ensure that minimal noise, dust, vibration, glare, fume or offensive odor is emitted from the facility, the response if it occurs, and that the measures remain effective over time.

This plan is our commitment to the Orion Township that we will be in compliance with regulations of the city and the administrative rules and that we will not operate in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property.

We will not vent noxious dust, odors, gases or fumes to surrounding areas.

We will mitigate dust and noxious odors by engaging in the following activities:

1. Adequate design measures to seal the building;
2. Utilizing a heating, ventilation, and cooling (HVAC) System designed to move an appropriate amount of air (cfm) throughout the facility to disperse odors;
3. Using industry leading MERV-13 HEPA filters in addition to FILTR, Blue Zone & Puradigm units in each room throughout the facility.

I. DESIGN MEASURES TO SEAL THE BUILDING

We intend to renovate our building in a manner that focuses on effectively sealing all interior rooms and exterior access points. Each room is enclosed in 12" interlocking insulated panels which are designed to form an airtight seal. For additional protection, butyl caulk is applied at each joint to accommodate any flaws in the panels.

Caulk is also applied to seal any openings into the panels, including plug outlets, doorways, sprinklers, and anything else that could allow air flow. Our doors are fiberglass, weather stripped and employ a drop seal to press additional weather stripping against the floor when closed to maximize the seal all the way around.

II. MERV-13 HEPA FILTRATION SYSTEM

The purification of air throughout our facility is a top priority for both the health of the plants and the environment we subject our employees and the local community to. In an effort to target and reduce contamination, mold, bacteria, odor, dust, and fumes, we employ a variety of filtration systems in all rooms where marihuana plants are grown.

Each room will utilize clean room grade HEPA filtration units filtering down to 0.01μm and providing up to 5 complete air changes per hour. These units also utilize a carbon filter which focuses directly on the removal of smells and volatile organic compounds.

In addition to the HEPA filters, each room will have Puradigm units to help reduce airborne and surface contaminates, and Agrify Bluezone UV filtration units, known to destroy 99.9%+ of both bacteria and mold. Both of these systems aid in odor elimination and containment.
As filters age, they become clogged with impurities, and ultimately less effective. As such, we will develop a maintenance schedule to inspect the filtration units regularly and to replace them per the manufacturer’s recommendation or at an expedited pace based on their usage in these environments.

III. VIBRATION MITIGATION

Exterior mounted cooling equipment is mounted on isolation pads to dramatically reduce vibrations that would otherwise be created by such large equipment.

IV. EVALUATING THE EFFECTIVENESS OF NOISE, DUST, VIBRATIONS, ODOR & FUME CONTROL MEASURES

Key site leadership roles will be trained to assess the production and escape of odors, dust, fumes and glare from the facility. We also anticipate a strong and friendly relationship with the local communities and will welcome feedback about any exhaust from the building. Should these assessments or the community ever determine that our levels are beyond acceptable, we will re-evaluate this plan and engage professionals to further refine our practices and properly mitigate the problem.
J. Spent Water & Soil Safety Plan
Spent Water & Soil Safety Plan

Wastewater Treatment Plan:
Wastewater generated during the cultivation of marihuana or marihuana products shall be disposed of in compliance with all applicable state and local laws and regulations. Despite the amount of water used in the cultivation process, there is very little water waste. The majority of water is used by the plants or evaporated out of the collection dishes upon which the plants sit. Any water that is used to rinse the plants or clean the facility or for any other purpose shall be rendered clean through both reverse osmosis and UV light after standard filtration methods, and either reused by the facility or discharged through a monitoring manhole where it can be monitored to comply with all local ordinances.

The Cultivation Facility will include an Ecowater RO purification system. Ecowater Purification Systems are the leading water filtration manufacturer in the industry, helping cultivators diagnose and solve every water problem imaginable. Ecowater designs systems to treat any water source including city water, well water, nutrient runoff water, wastewater, and condensate runoff.

Soil Safety Plan
The cultivation facility will not use soil – instead, all media for the purposes of growing plants will be rockwool, a lightweight hydroponic substrate made from spinning molten basaltic rock into fine fibers which are then formed in a range of cubes. This product will be disposed of through the grinder and mixed with biological waste in a locked dumpster.
K. Security Plan
SECURITY PLAN

Pure Green is committed to being a leader in Michigan’s cannabis industry and a trusted resource for the communities, consumers and clients we service. Essential to fulfilling this commitment is our ability to effectively protect our product from criminal repurposing throughout the facilities.

This Security, Surveillance and Diversion Prevention Plan details the physical and electronic security measures we employ to deter, detect, and inhibit the theft, diversion, and loss of Marijuana, and to prevent unauthorized conduct with respect to the storage and dispensing of Marijuana.

We have extensively researched and designed our Grow Facility to maximize security. The facility shall be built with enhanced security and stringent safety features to eliminate any potential for diversion. Our facility will be equipped with numerous motion sensors and exterior intrusion sensors that will be linked to local law enforcement. To prevent unauthorized entry and stop diversion, theft, or loss of marijuana, every square inch of the facility shall be continually monitored by high definition security cameras and commercial-grade equipment. Security systems will be positioned so they closely monitor activities at strategic risk points and watch for any strange behavior or movement. Marijuana shall not be visible to any person from the exterior of the Grow Facility.

We will create a culture of responsibility, accountability, and strict security surrounding all aspects of the facility. The stringent operating procedures outlined below demonstrate a commitment to employee and public safety above all other operating values. From receipt to sale, we are committed to preventing diversion by implementing a comprehensive security strategy. Employees will be extensively trained to understand that security is a primary obligation for everyone at our facility.

We will have comprehensive security policies and procedures for the Grow Facility, which address measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the facility. Employees will receive on-going training regarding our security protocol and the Site Manager shall ensure all employees follow policies and procedures regarding the security of the facility. The Site Manager shall implement and maintain employee training policies and procedures for security training. All employees shall aid in the security of the Grow Facility through prevention, awareness, reporting, and responsible incident management. All employees shall be required to immediately report security breaches and incidents of non-compliance to their supervisor, and in case of sudden emergency, immediately to law enforcement by either striking a panic button or calling law enforcement directly.

We will make our facility available and open to inspection, at all times, for law enforcement, representatives of the Department and law enforcement, when necessary to perform their duties.

PHYSICAL SECURITY

The facility shall be designed to maximize security and stop the potential for diversion. Access to the secure facility shall include safety and security mechanisms that prevent unauthorized entry. All doors will be burglary-resistant material, with commercial-grade, non-residential locks. Additionally, exterior doors, as well as limited access area entries, will be automatic locking and equipped with electric strike and keycard access hardware. All doors are setup to fail secure, which means in the event of a power failure, the doors will remain locked and only be accessible via a master key.
The Grow Facility's main entrance vestibule shall include a mantrap to control passage from the public access area to the limited access area. We will strive to install Underwriter's Lab (UL) approved locks and lock cylinders, which are rated as burglary resistant. We will also install local alarms on all fire exits and other perimeter doors not authorized for employee or visitor use. Our alarm system will be monitored after business hours with live monitoring through a licensed security monitoring company. If there are ever any after-hours issues, the live monitoring system will be linked directly to law enforcement and the Site Director, among other key personnel.

We shall ensure that trees, bushes, and other foliage outside of the premises do not allow people to conceal themselves from sight. The surveillance system's cameras shall be capable of certain identification of persons (including facial features), license plates, vehicles, the immediate surrounding areas, and any activities occurring within any area of the premises, and the parking area, and within twenty feet (20') of all entry and exit points of the premises. Cameras will cover every square inch of the facility.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.

LIGHTING

Exterior lights at all points of entry and exit shall remain constantly illuminated to allow for recording. Lighting on the outside perimeter shall allow cameras the ability to record any suspicious activity. Timed-delay switches shall be used to turn off non-essential interior lights, which shall not remain lit after employees have left the facility. Motion detecting lights shall be installed in areas that are entered and exited infrequently. The exterior of the facility shall be lit by commercial LED light fixtures sufficient to facilitate twenty-four-hour surveillance. Exterior lights in the parking area will remain on from dusk until dawn.

SECURITY EQUIPMENT

Our security equipment shall be designed, installed, and maintained to deter and prevent unauthorized entrance and theft of marijuana products at the facility. Security equipment shall be installed by a commercial, licensed service provider. All equipment shall be compliant with Department rules and all state and local laws, regulations, ordinances, and other requirements.

ENTRY AND EXIT ELECTRONIC EQUIPMENT AND PLACEMENT

Our entry and exit electronic access equipment will consist of the following:

- Electric strike locks on all doors in the Grow Facility with the ability to override access control for emergency exit even during a power outage.
- RFID proximity card access control devices for all interior doors and all exterior entrances and exits into the Grow Facility.
- Access control system that allows for programming or uploading individual user permissions and allowed entry times, as well as operations-specific information including employee photos.
- A backup power supply system that immediately provides power for at least twenty-four (24) hours in the event of a power outage.
- Main system operating equipment will be kept in the security room, a limited access area.
• Access control system that monitors and records:
  o Identification of employees or visitors entering and exiting.
  o Date and time of entry and exit.
  o Length of time in specific area.
  o Any unauthorized attempts for access.

ALARM SYSTEM

We shall have a professionally monitored security alarm system installed at our facility. Monitoring of the alarm system shall be twenty-four (24) hours a day, seven (7) days a week. We shall notify the Department of any intent to change our security alarm service provider. Upon request, we will make available to the Department all information related to the alarm system, monitoring, and alarm activity. The alarm system shall consist of the following:

• Appropriate equipment necessary to monitor activity inside and outside the Grow Facility, including:
  o All entrances and exits.
  o Roof hatches.
  o Rooms with exterior windows.
  o Rooms with exterior walls.
  o Rooms containing marijuana.
  o Rooms containing safes or vaults.
• A backup power supply system that immediately provides power in the event of a power outage.
• Main system operating equipment is kept in the Main Office Surveillance/IT Room, a limited access area.
• All telephone junction boxes or rooms where alarm telephone circuits terminate are locked, tamper-protected, and all labels or tags identifying these alarm circuits have been removed.

ALARM SYSTEM COMMUNICATION

The alarm system shall include an electronic or mechanical system that, upon activation, is programmed to send a prerecorded voice message, via telephone, radio frequency, or other communication system, to appropriate law enforcement authorities or other emergency services. In addition, the alarm system shall be equipped with a failure notification system that notifies the alarm monitoring service provider of the system failure via audio, text, visual, or audiovisual message, within a maximum of five (5) minutes of such failure.

ALARM SYSTEM TESTING

We shall bi-annually conduct an onsite inspection and test of the entire alarm system to determine needed repairs and adjustments.

ALARM SYSTEM RECORDS

We shall keep and maintain alarm system records and will make available to the Department all
information related to the alarm system, monitoring, and alarm activity. These records shall include the following:

- The name of the alarm installation and monitoring service provider.
- Copies of service contracts.
- A map of the Grow Facility showing the location and operation of each alarm system component including alarm telephone circuits.
- A list of authorized users.
- Manufacturers' instructions for operating and maintaining the equipment.
- Testing and maintenance logs.
- Reports of any incidents triggering an alarm.
- Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

SURVEILLANCE SYSTEM

We shall have a fully operational electronic surveillance system installed at our facility. We shall notify the Department of the intent to make any changes to the surveillance system. Upon request, we will make available to the Department all information related to the electronic surveillance system installed at our facility. The surveillance system shall consist of the following:

- Appropriate equipment necessary to video record activity inside and outside the Grow Facility, including:
  - All entrances and exits into and out of the Grow Facility.
  - Roof hatches or skylights.
  - Rooms with exterior windows.
  - Rooms with exterior walls.
  - Rooms containing safes or vaults.
  - All entrances and exits of security rooms and limited access areas.
- Appropriate equipment to record keycard entry and exit activity of all our employees and visitors.
- A backup power supply system that immediately provides power in the event of a power outage.
- A dedicated safe or vault to store all entry/exit records and video recordings in the Office Surveillance/IT Room, in a limited access area.
- Main system operating equipment is kept in the main office Surveillance/IT Room.

VIDEO SURVEILLANCE EQUIPMENT

Our video surveillance equipment will consist of the following:

- Network video recorders with a record rate of a minimum of thirty (30) frames per second.
- Cameras with a minimum resolution of 1920 x 1080 pixels.
• Cameras with infrared capabilities to capture images in low or no lighting conditions.
• Cameras with capabilities to identify activity occurring within twenty feet (20') from all points of entry and exits into and out of the exterior of the Grow Facility.
• Video monitors.
• Digital archiving device.
• Capabilities to produce a color still photograph from any camera image, live, or recorded.
• Capabilities to accurately display the time and date on recorded images or video
• Color printer that can immediately produce a clear, color still photo, either live or recorded, with a resolution of 9600 dpi and the image quality is relative to the camera being used to capture the image.

CAMERA COVERAGE PLACEMENT

We will install at least One Hundred (100) security cameras. The security cameras will be permanently mounted and in a fixed location. Each camera at the Grow Facility shall be placed in a location that allows the camera to clearly record activity occurring within twenty feet (20') of all points of entry and exit on the Grow Facility. The cameras will cover every square inch of the facility. The cameras shall allow for the clear and certain identification of any person, including facial features, and activities, including sales or transfers, in all areas of the Grow Facility. The security cameras shall monitor and record all areas of the Grow Facility including:

• All areas where marijuana or products are present, including activities related to:
  o Weighing, packaging, and labeling.
  o Storing, preparing for sale, loading/unloading, or moved within the Grow Facility.
  o Waste Disposal
• Limited-access areas and security rooms, including transfers between rooms and areas.
• Areas storing a surveillance system storage device with at least one (1) camera recording the access points to the secured surveillance recording area.
• All entrances and exits into and out of the exterior of the Grow Facility, recording both indoor and outdoor vantage points.
• Outdoor trash receptacles.
• Roof hatches or skylights.
• Rooms with exterior windows.
• Rooms containing safes or vaults.
• All areas where cash is counted, transferred, or stored.
• All areas where records are stored.

Cameras shall not be installed in bathrooms or any other area where a legitimate expectation of privacy exists. Camera placement shall ensure:

• Visibility of activities is not obstructed by lighting equipment covers, fixtures, or other equipment.
• A clear and certain identification of all individuals and activity at the Grow Facility.
• Identification of activity occurring within twenty feet (20') from all points of entry and exit into and out of the exterior of the Grow Facility.

SURVEILLANCE FAILURE NOTIFICATION

The surveillance system shall include a failure notification system that alerts the Site Director and other key site personnel of any interruption in surveillance and/or the complete failure of the monitoring system. The notification shall be within a maximum of five (5) minutes of such failure via audio, text, visual, or audiovisual message. Additionally, an alarm shall signal the Security Officer on duty whenever an unauthorized entry is attempted.

SURVEILLANCE TESTING

We shall ensure that the surveillance system is properly maintained for playback quality so that images can be seen and the identity of all individuals and activity in surveillance areas are captured. We will schedule and oversee all required maintenance of security equipment in accordance with manufacturer recommendations. Any equipment failure identified shall be corrected as soon as possible. All security equipment shall be in good working order and shall be inspected and tested at regular intervals.

INFORMATION TECHNOLOGY SECURITY

We shall ensure the security of our hardware, software, data, and communications networks, including the following information technology (IT) maintenance:

• Software registration.
• Security patches.
• Malicious software prevention.
• Account management.
• Security status and network access monitoring.
• Disposal and redeployment.
• Employee IT security training.
• Vulnerability assessments.

Access to protected information shall be restricted to essential employees only. Access may be granted to authorized representatives of the Department and other government officials if necessary to perform their official duties. Examples of protected information include:

• Security and cash management procedures.
• Asset and inventory lists.
• Network data.
• Floor plans of critical areas.
• Password and code records.
• Customer records.
• Employee records.

PRODUCT SAFETY AND SECURITY

We shall develop and implement procedures that ensure product safety and security and are compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures shall include measures that:

• Minimize the risk of diversion or theft of marijuana.
• Minimize the risk of contamination from incoming materials.
• Ensure proper storage conditions that maintain the quality and purity of our marijuana products.

MATERIAL RECEIVING

All deliveries shall be verified at the front entrance to the facility before allowed access to the loading areas. All materials received will be documented. No material may be received unless its shipping documentation matches the corresponding purchase order or separate approval is given by the Site Manager. Employees shall notify the Site Manager of any shipment discrepancy immediately and shipment may not be accepted without the Site Manager’s approval.

PRODUCT STORAGE SECURITY

Storage areas shall be designed to provide adequate lighting, ventilation, temperature, humidity, space, and equipment. All storage areas shall be maintained in a clean and orderly condition, free from infestation of pests, and in accordance with our security measures and Security Plan. The Grow Facility Manager shall ensure secure containers containing marijuana products remain dry, well ventilated, have temperature-control features to avoid extreme temperature fluctuations and appropriate odor-control features. These proper storage environments ensure product storage does not lead to product contamination or loss of quality.

The storage areas containing marijuana products shall be designed for security and ease of maintenance. We shall establish product storage and security policies and procedures compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Under no circumstances may any product be transferred without following our policies and procedures and all the rules set forth by the
Department and all applicable state and local laws, regulations, ordinances, and other requirements. Storage policies and procedures shall include:

- All equipment and any areas used for the processing or storage of marijuana shall be securely locked unless in use.
- All areas used for the storage of marijuana shall be on a time lock and only accessible during regular business hours.
- Inventory shall be reviewed and documented at the beginning and close of each day.
- All areas where marijuana product is stored will be monitored by the surveillance system.

DIVERSION PREVENTION

Investigation of possible diversion and developing policies to prevent it will be conducted by a team of our senior officials, including our CEO, COO, and Director of Compliance. Collectively, they will be known as the Diversion Prevention Team or DPT. The team will have multiple responsibilities including:

- Investigating allegations of diversion
- Developing policies and procedures to prevent diversion
- Managing performance improvement measures
- Providing overall direction for the program.
- Reporting confirmed cases of diversion to law enforcement

The DPT will also integrate information from external sources and environmental factors to improve safety and security at facilities. External sources and environmental factors may include news reports, trade and patient associations, law enforcement bulletins, et cetera. Standard operating procedures shall be updated to incorporate new sources of information and prevent diversion.

WORKING WITH LAW ENFORCEMENT

We deeply value and respect the work of local law enforcement. Police officers are on the front lines protecting our safety. Therefore, our Company, through the DPT, will form a partnership with law enforcement. This partnership will be rooted in a shared responsibility for the safety of the community. Upon request, law enforcement will have access to employee records and Grow Facility operations. Company will also engage with first responders like EMS and fire to establish emergency response protocols. This will create a close working relationship and enhance our ability to provide a secure and positive experience for our employees and the community.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.
EMPLOYEE TRAINING

We know that having a trained and educated workforce is paramount to having an effective diversion strategy. Therefore, a considerable amount of time, resources, and energy will be devoted to ongoing diversion prevention training. The training curriculum will be conducted by the DPT. At a minimum, the training curriculum shall include:

- Compliance regulations for grow facilities.
- State laws and agency rules regulating the use of marijuana.
- Strategies for preventing diversion.
- Criminal and civil consequences for diverting product.
- Security and safety standard operating procedures.
- Chain of command for reporting diversion.
- Incident management.
- Daily operating procedures.

Diversion prevention trainings are mandatory for every new employee. Additionally, each employee shall be required to participate in quarterly continuing education trainings on diversion. Training materials will be outcome driven. Employees will be given real world examples of diversion and taught the appropriate response. Teaching the material through the learning principles of problem solving, discussion, and feedback will empower and increase understanding and retention of the training. This process of integrating knowledge will develop a culture of shared values, perspectives, and become the way of daily conduct and purpose at the Grow Facility.

Employees will have access to diversion prevention training materials at all times. There will be no excuse and zero tolerance for not knowing the proper policies and procedures. Well-maintained employee training records displaying documented training dates and subject matter will preserve and increase compliance, continuity and understanding of all guidelines, security procedures, safety, and incident response. Employee training records will become a written testament of the detailed information and accountability of security education.

INVESTIGATION OF DIVERSION

Due to intense and robust security operations, we do not anticipate diversion at our facility. However, it is important to be prepared for any scenario. We have developed an enhanced investigation procedure for any allegations or reports of potential diversion. Any allegation or report will be fully and immediately investigated by the DPT with established processes and timeframes.

Security policies developed by our Company outline that the first step of investigation is to preserve all possible evidence. Evidence needs to be persevered for the investigation and may be used in future disciplinary matters. The second step of investigation shall be to review all camera footage and other relevant information technology. Each marijuana product is tracked from seed to sale. Therefore, if diversion occurred, it will likely appear in an audit of the tracking software. The third step of investigation will be to interview the employee who engaged or
allegedly engaged in diversion. This step can only be executed if enough evidence is gathered to narrow down the suspect. The goal of the interview is to get the subject to confess how they diverted product to prevent future incidents from occurring. The fourth step of investigation will be to report the confirmed incident of diversion and suspect to law enforcement and the Department. The Site Manager shall be the point of contact for all law enforcement inquiries and will turn over all relevant evidence to law enforcement and the Department. The final step of investigation is to develop policies and procedures to prevent the incident from happening again. Once new policies have been developed by the DPT, an all staff training shall be given. The training will be a top down review of all security policies including any updated procedures.

INCIDENT RESPONSE

We shall establish incident response procedures addressing any incident that may occur, including natural disaster, unauthorized access, theft, or IT security breach. Procedures shall be in accordance with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures for general emergency and incident management, containment, and corrective measures shall be thoroughly detailed. The Director of Compliance shall ensure the appropriate response procedures are followed. All employees shall receive incident response training annually. The Site Manager shall determine the category and severity of the incident and determine the next best course of action. All discussions, decisions, and activities shall be documented.

We shall immediately notify appropriate law enforcement authorities and the Department immediately after the discovery of a reportable incident as defined by state and local laws, regulations, ordinances, and other requirements. Examples of an incident may include, but are not limited to:

- Theft or physical loss of marijuana or confidential records.
- Breach of our network servers.
- Robbery or unauthorized entry in the Grow Facility.
- Threats of violence to the Grow Facility, employees, or visitors.
- Bomb threats.
- Any criminal activity.
- Civil disturbances.
- Hazardous spills.
- Infectious disease epidemic.
- Serious accidents.
- Fires.
- Earthquakes.
- Floods.
- Windstorms or tornadoes.
INCIDENT REPORTING

Anyone with knowledge or a reasonable suspicion of an incident is instructed to make an immediate report to the Grow Facility Manager or the Site Manager. The person reporting the incident shall complete the Incident Log.

- Date and time of occurrence or suspected occurrence.
- Names and contact information of parties involved and any witnesses.
- Description of incident.
- Completed Suspect Description Forms, if applicable.
- Any evidence supportive of the event (unless law enforcement is required on scene or en route).

We shall notify appropriate law enforcement authorities and the Department immediately after discovering the following:

- Discrepancies identified during inventory; diversion, theft, or loss of marijuana; or any criminal action involving an employee.
- Theft, robbery, or burglary; sale to minors; diversion of marijuana or marijuana products; or any other crime related to marijuana.
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person.
- Unauthorized destruction of marijuana.
- Any loss or unauthorized alteration of records.
- An alarm activation or other event that requires a response by public safety personnel.
- Integrity of the inventory management system compromised.
- An IT security breach.
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours.
- Any other breach of security defined by the rules set forth by the Department.

UNAUTHORIZED ENTRY/ROBBERY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, or product due to unauthorized entry, employees shall be trained to perform the following:
• Notify law enforcement utilizing a panic alarm, only if it can be safely done without being obvious to the robber.

• Do not resist the robber or use or encourage the use of weapons or force against the robber.

• Try to inform the robber of any potential surprises (e.g., an employee is due back from lunch or the building alarm is set to be tested).

• Try to keep employees and visitors, if applicable, calm during the robbery.

• Try to alert other employees of the situation using pre-determined signals or text messages, only if safe to do so.

• Follow the robber's commands in order to shorten the time of the incident. Do not argue with the robber, but do not volunteer to help.

• If the robber demands a certain amount of money or product, only give them that amount.

• Be observant in order to be a good witness. Try to remember:
  o The number of robbers.
  o The physical characteristics of the robber(s), such as weight, scars, tattoos, hair color, or speech patterns.
  o The clothing worn by the robber(s).
  o Any names used by the robber(s).
  o A description of any weapons shown, such as barrel length and color, color of the grip, or automatic or revolver.

• If the robber uses a note, try to place it out of sight to retain it as evidence.

• Do not follow a robber.

• Secure the Grow Facility and place a notice that the business is closed due to an emergency.

• Call the police and ambulance, as needed, immediately and request that witnesses stay or obtain their contact information.

• Provide aid to injured people.

• Do not discuss the robbery with any outside parties until police and management has given authority to do so.

• Do not estimate the amount of money or product that was taken until an inventory has been performed.

Corrective procedures that may be required to return conditions to a normalized and secure state:

• Change all security codes.

• Replace locks and issue keys only to authorized employees.
• Ensure any video of the incident is archived.
• Restore security devices and/or apparatus to working condition.
• Repair any physical damage to the Grow Facility.
• Provide employees and visitors, if applicable, counseling, as needed.
• Perform a security re-training as soon as possible.
• Modify Employee Access Control Log as deemed appropriate.

INTERNAL THEFT/BURGLARY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, product due to internal theft or burglary, employees shall be trained to perform the following:

• Identify missing or compromised assets.
• Gather, remove, recover, and secure sensitive materials to prevent further loss or access.
• Power down, recycle or remove security equipment known to be compromised.
• Where possible, secure the premises for possible analysis by the Department and law enforcement.
• Gather and secure any evidence of illegal entry for review by the Department and law enforcement.
• Where possible, record identities of any party who might be a possible witness to events.
• Preserve video recordings and Visitor logs for review by the Department and law enforcement.

Corrective procedures that may be required to return conditions to a normalized and secure state:

• Retrieve or restore assets where possible.
• Store all sensitive materials and products in a secure manner (e.g., lockable cabinets or storage areas/container).
• Replace locks and issue keys only to authorized employees. Update the Employee Access Control Log as necessary.
• Restore security devices and/or apparatus to working condition.
• Remove and retain unauthorized equipment from network and/or area.
• Implement physical security devices and improvements (e.g., equipment cables, alarms) as deemed appropriate.
• Perform a security re-training as soon as possible.
FIRE PROCEDURES

If a fire does not present an immediate danger to personal safety, one (1) employee shall try to extinguish the fire. If a fire presents an immediate danger to personal safety, a fire alarm shall be pulled and a call to 911 shall be immediately made and evacuation of the building shall occur all at once.

Evacuation of Grow Facility

Any director or manager may determine the need to evacuate. Reasons for evacuation may include:

- Fire.
- Bomb threat.
- A hostile or violent employee, visitor, or unknown person.
- Power outage.
- Earthquake.
- Water or gas leak.
- Hazardous spill.
- Robbery or hostage situation.

The Site Manager shall ensure that all employees and visitors, if applicable:

- DO NOT gather in lobbies.
- DO NOT open a door without first checking for heat.
- DO NOT touch any suspicious items or suspected bombs.
- DO NOT run or panic.
- DO NOT re-enter the building until authorized.
- DO assist disabled individuals or others who need assistance. Evacuate disabled individuals or others who need assistance ONLY under the direction of authorized emergency personnel or when there is an immediate threat to personal safety and security.

INCIDENT CONTAINMENT

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes required to quickly contain and minimize the immediate impact to personal safety, the Grow Facility, and other affected parties. Containment activities shall be designed to:

- Minimize harm to individuals.
- Counteract the immediate threat.
• Prevent propagation or expansion of the incident.
• Minimize actual and potential damage.
• Restrict knowledge of the incident to authorized employees.
• Preserve information relevant to the incident.

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes to quickly:
• Secure the environment.
• Restore the environment to its normalized state.

The Site Manager shall be actively engaged throughout the incident to assess the progress of all containment and corrective measures and determine at what point the incident can be considered resolved.

INCIDENT CONTAINMENT AND CORRECTIVE PROCEDURES

The Site Manager shall determine and implement the appropriate procedures required to quickly contain and minimize the immediate impact of an incident, as well as to quickly restore circumstances to a normalized, secure state. Containment and corrective measures shall be designed with the primary objectives of:
• Minimizing harm.
• Counteracting the immediate threat.
• Preventing propagation or expansion of the incident.
• Minimizing the actual and potential damage.
• Restricting knowledge of the incident to authorized employees.
• Preserving information relevant to the incident.
• Securing the environment.
• Restoring the environment to its normalized state.

POST-INCIDENT REVIEW, REPORT, AND FOLLOW UP

The Site Manager shall hold a Post-Incident Review after each incident has been resolved. The Post-Incident Review shall be scheduled within two (2) to three (3) weeks of the incident’s resolution and shall involve:
• Appropriate personnel, which may include affected parties.
• Examination of the incident and all related activities and events.
• Discussion on proposed changes to policy, processes, and safeguards.
All incident activities, from receipt of the initial report through post-incident review, shall be documented. The Site Manager shall ensure all events are recorded, assembling these records in preparation and performance of the post-incident review, and ensuring all records are preserved for review. The following shall be included, at a minimum, in the Post-incident Report:

- A description of incident events with specific timelines.
- Employee(s) involved.
- Non-Employees involved.
- Impact to affected parties.
- Discussions, decisions, and assignments made.
- Successful and unsuccessful activities.
- Notifications required or recommended.
- Steps taken for containment and resolution.
- Recommendations for prevention and remediation (short-term and long-term).
- Identification of policy and procedure gaps.
- Results of post-incident review.
- Any necessary follow-up actions.

The Post-incident Report shall be distributed to the Site Manager, the Grow Facility Manager, and all other relevant parties for review. The Site Manager shall ensure the appropriate employees are assigned to any follow-up actions. The Site Manager shall document the completion of all follow-up actions in the Post-incident Report and distribute an updated copy.

**SECURITY SYSTEM RECORDS**

We shall keep all necessary books and records in order to render a full account of all operations conducted at the Grow Facility under our license for the year to date and the five (5) years prior. We shall keep books and records of the Grow Facility from the previous six (6) months (or the complete copies of such records) in the Grow Facility at all times. All marijuana related records shall be retained in the inventory management system. All surveillances recordings shall be retained, at a minimum for at least sixty (60) days, unless in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the licensee shall retain the recordings until such time as the department notifies the licensee that the recordings may be destroyed. Our standard operating procedures shall detail the maintenance of records and measures for addressing and reporting any loss or unauthorized alteration of records. The Department, upon request, shall have full access to all Grow Facility records and surveillance recordings.

We shall keep and maintain security and surveillance system records and recordings in the Grow Facility and copies stored on a secure cloud storage. These records shall include, at a minimum, the following:

- The name of the surveillance equipment installation service provider and all equipment manufacturers.
- Copies of any service contracts.
• A map of the Grow Facility showing the location and operation of each surveillance system component, including the direction of camera coverage.

• A list of authorized users.

• Manufacturers’ instructions for operating and maintaining the equipment.

• Testing and maintenance logs.

• Reports of any incidents of unauthorized entry.

• Employee Access Control Logs.

• Visitor Registration Logs.

• Authorized Visitor Access Control Logs.

• Incident Logs and Post-Incident Reports.

• Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

• A log of the recordings, which includes:
  o The identities of the employee or employees responsible for monitoring the video surveillance system.
  o The identity of the employee who removed the recording from the video surveillance system.
  o The identity of the employee who destroyed any recording.

• Video surveillance recordings shall be:
  o In a digital format that ensures authentication of the recording as being legitimately captured without alterations.
  o Easily accessible and in a format that allows for viewing and copying.
  o Embedded with the date and time without significantly obscuring the picture.

We will maintain a log of all recordings, which will include a minimum:

• The identities of the employee or employees responsible for monitoring the video surveillance system.

• The identity of the employee who removed the recording from the video surveillance system storage device and the time and date removed.

• The identity of the employee who destroyed any recording.

Video surveillance recordings shall be stored on an NVR that is server-based with storage as required to meet recording rate and retention. This system shall be password-protected and separate from any other equipment in the Grow Facility. The files and video surveillance recordings shall be available for inspection, upon request, by authorized representatives of the Department and other government officials when necessary to perform their official duties.

After the expiration of the retention period, and before selling or closing the facility, the surveillance video recordings shall be erased, destroyed, or otherwise disposed. We shall not destroy any surveillance video recordings if we have knowledge or should have knowledge of any ongoing criminal, civil, administrative, or other official investigations or proceedings for which the recording may contain relevant information. Additionally, we shall not destroy any surveillance
video recordings in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the recordings shall be retained until such time as the Department notifies us that the recordings may be destroyed.
Security and Surveillance Equipment Room Access List

This is the current list of individuals having access to our Security and Surveillance Equipment Storage Room. Only those on this list are essential to maintain security and surveillance operations. All others will be denied access to the Security and Surveillance Equipment Room.

This list is available to the Department or authorized agents immediately upon request.

<table>
<thead>
<tr>
<th>Name of Employee/Contractor</th>
<th>Authorized Entry by (Name of Manager)</th>
<th>Date Authorized</th>
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Security and Surveillance Equipment Room Access Log

*Instructions:* Use this log to record your access to the Security and Surveillance Equipment Room, entering the reason for your presence here and the date and time of access.

<table>
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<tr>
<th>Date</th>
<th>Name</th>
<th>Reason for Access</th>
<th>Manager Authorizing Access</th>
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ADDITIONAL DOCUMENTS
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF ORGANIZATION for

PURE GREEN, LLC

ID Number: 801934144

received by electronic transmission on March 08, 2018, is hereby endorsed.

Filed on March 09, 2018, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of March, 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau
RESTATE ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Restated articles:

The identification number assigned by the Bureau is:

The name of the limited liability company is:

All former names of the limited liability company are:

The date of filing the original Articles of Organization was:

Article I

The name of the limited liability company is:

PURE GREEN, LLC

Article II

The purpose or purposes for which the limited liability company is formed for:

To engage in any activity for which a limited liability company may be formed under the Act.

Article III

The duration of the limited liability company if other than perpetual is:

PERPETUAL

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office:

P.O. Box or Street Address: 4761 TARA CT

Apt/Suite/Other: 

City: WEST BLOOMFIELD

State: MI

Zip Code: 48323

3. Registered Office Mailing Address:

P.O. Box or Street Address: 4761 TARA CT

Apt/Suite/Other: 

City: WEST BLOOMFIELD

State: MI

Zip Code: 48323

Article V

(Inset any desired additional provision authorized by the Act.)

THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

ARTICLE VI

NO MANAGER OF THE COMPANY IS LIABLE FOR THE ACTS, DEBTS OR OBLIGATIONS OF THE COMPANY. THE MONETARY LIABILITY OF ANY MANAGER OF THE COMPANY FOR BREACH OF ANY DUTY ESTABLISHED UNDER SECTION 404 OF THE ACT IS LIMITED TO THE FULLEST EXTEN
IT PERMITTED BY THE ACT. THE COMPANY WILL INDEMNIFY AND HOLD HARMLESS EACH MANAGER FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, CLAIMS, AND DEMANDS SUSTAINED BY REASON OF ANY ACTS OR OMISSIONS OR ALLEGED ACTS OR OMISSIONS OF THE MANAGER, INCLUDING JUDGMENTS, SETTLEMENTS, PENALTIES, FINES, OR EXPENSES INCURRED IN A PROCEEDING TO WHICH THE MANAGER IS A PARTY OR THREATENED TO BE MADE A PARTY BECAUSE THE PERSON IS OR WAS A MANAGER TO THE FULLEST EXTENT PERMITTED BY LAW OR CONTRACT.

Complete section (a) if the Restated Articles only restate and integrate the Articles of Organization, otherwise, complete section (b). Do not complete both, (Select One)

(a) These Restated Articles of Organization only restate and integrate the Articles of Organization.

(b) These Restated Articles amend the Articles of Organization and were approved on [3/7/2018]

In accordance with Section 604 of the Act: (select one)

- by a majority in interest if an operating agreement authorizes amendment of Articles of Organization by majority vote.
- by unanimous vote of all the members entitled to vote.

This document must be signed by a member, manager, or an authorized agent:

Signed this 8th Day of March, 2018 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>Member</td>
</tr>
</tbody>
</table>

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

- Decline
- Accept
Date of this notice: 11-10-2017
Employer Identification Number:
82-3373450
Form: SS-4
Number of this notice: CP 575 G
For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you
EIN 82-3373450. This EIN will identify you, your business accounts, tax returns, and
documents, even if you have no employees. Please keep this notice in your permanent
records.

When filing tax documents, payments, and related correspondence, it is very important
that you use your EIN and complete name and address exactly as shown above. Any variation
may cause a delay in processing, result in incorrect information in your account, or even
cause you to be assigned more than one EIN. If the information is not correct as shown
above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election,
and elect to be classified as an association taxable as a corporation. If the LLC is
eligible to be treated as a corporation that meets certain tests and it will be electing S
corporation status, it must timely file Form 2553, Election by a Small Business
Corporation. The LLC will be treated as a corporation as of the effective date of the S
corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice,
visit our Web site at www.irs.gov. If you do not have access to the Internet, call
1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only
  once and the IRS will not be able to generate a duplicate copy for you. You
  may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all
  your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to
us at the address shown at the top of this notice. If you write, please tear off the stub
at the bottom of this notice and send it along with your letter. If you do not need to
write us, do not complete and return the stub.

Your name control associated with this EIN is PURE. You will need to provide this
information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.
Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

Your Telephone Number ( ) - ________________

Best Time to Call ________________

DATE OF THIS NOTICE: 11-10-2017

EMPLOYER IDENTIFICATION NUMBER: 82-3373450

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

PURE GREEN
STEPHEN JEFFREY GOLDNER SOLE MBR
4761 TARA COURT
WEST BLOOMFIELD, MI 48323
OPERATING AGREEMENT
FOR
PURE GREEN LLC

Effective Date:
March 6, 2018

Prepared by:
Matthew W. Bower
Varnum LLP
160 West Fort St., 5th Floor
Detroit, Michigan 48226
THE MEMBERSHIP INTERESTS IN PURE GREEN LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. SECTION 6 OF THIS AGREEMENT FURTHER Restricts TRANSFERABILITY OF INTERESTS IN THE COMPANY.

OPERATING AGREEMENT
FOR
PURE GREEN LLC

This Operating Agreement of Pure Green LLC, a Michigan limited liability company (the "Company"), is entered into as of March 6, 2018 by and among the Company, and each of the members listed on the signature pages from time to time attached hereto (each a "Member" and collectively, the "Members").

RECITALS

WHEREAS, the Company was formed by Stephen Goldner, as a single-member limited liability company, under the laws of the State of Michigan by the filing Articles of Organization with the Michigan Department of Licensing and Regulatory Affairs on January 26, 2016 (as amended, the "Articles of Organization") for the purposes set forth in Section 2.05 of this Agreement; and

WHEREAS, Stephen Goldner desires to issue a Membership Interest to Steve Sensoli and admits Steve Sensoli as a Member upon execution of this Agreement, which sets forth the terms and conditions governing the operation and management of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

"Additional Capital Contribution" has the meaning set forth in Section 3.02.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:
(a) crediting to such Capital Account any amount that such Member is 
obligated to restore or is deemed to be obligated to restore pursuant to Treasury 
Regulations Sections 1.704-1(b)(2)(i)(c), 1.704-2(g)(1) and 1.704-2(f); and 

(b) debiting to such Capital Account the items described in Treasury 
Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Affiliate" means, with respect to any Person, any other Person who, directly or 
indirectly (including through one or more intermediaries), controls, is controlled by, or is under 
common control with, such Person. For purposes of this definition, "control," when used with 
respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the 
direction of the management and policies of such Person, whether through ownership of voting 
securities or partnership or other ownership interests, by contract or otherwise; and the terms 
"controlling" and "controlled" shall have correlative meanings.

"Agreement" means this Operating Agreement, as executed and as it may be amended, 
modified, supplemented or restated from time to time, as provided herein.

"Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, 
laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, 
declarations or orders of any Governmental Authority; (b) any consents or approvals of any 
Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, 
injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Articles of Organization" has the meaning set forth in the Recitals.

"BBA" has the meaning set forth in Section 10.04.

"BBA Procedures" has the meaning set forth in Section 10.04.

"Book Depreciation" means, with respect to any Company asset for each Fiscal Year, 
the Company's depreciation, amortization, or other cost recovery deductions determined for 
federal income tax purposes, except that if the Book Value of an asset differs from its adjusted 
tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which 
bears the same ratio to such beginning Book Value as the federal income tax depreciation, 
amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning 
adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset 
at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book 
Depreciation shall be determined with reference to such beginning Book Value using any 
permitted method selected by the Manager in accordance with Treasury Regulations Section 
1.704-1(b)(2)(i)\(a\)(3).

"Book Value" means, with respect to any Company asset, the adjusted basis of such asset 
for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to 
the Company shall be the gross Fair Market Value of such Company asset as of the date 
of such contribution;
(b) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Members, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a de minimis Capital Contribution;

(ii) the distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) provided, that adjustments pursuant to clauses (i) and (ii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

(e) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(f) If the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"Budget" means the annual budget of the Company as may be approved by a Majority in Interest of the Members from time to time.

"Business" has the meaning set forth in Section 2.05(a).

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Detroit are authorized or required to close.

"Capital Account" has the meaning set forth in Section 3.03.
"Capital Contributions" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.


"Company" has the meaning set forth in the Preamble.

"Company Maximum Gain" means "partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term "Company" for the term "partnership" as the context requires.

"Confidential Information" has the meaning set forth in Section 12.03(a).

"Covered Person" has the meaning set forth in Section 8.01(a).

"Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined jointly by the Members.

"Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Liquidator" has the meaning set forth in Section 11.03(a).

"Losses" has the meaning set forth in Section 8.03(a).

"Manager" means, initially, Stephen Goldner, or such other Person as may be designated or become the Manager pursuant to the terms of this Agreement.

"Majority in Interest" means more than fifty percent (50%) of the Membership Interests of the Company.
"Michigan Act" or "Act" means the Michigan Limited Liability Company Act, Act 23 of 1993, MCL 450.4101 et seq, and any successor statute, as it may be amended from time to time.

"Member" means each Person initially signing this Agreement and who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Michigan Act. The Members shall constitute the "members" (as that term is defined in the Michigan Act) of the Company.

"Member Nonrecourse Debt" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(f)(3).

"Member Nonrecourse Deduction" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(f), substituting the term "Member" for the term "partner" as the context requires.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (a) to its distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Michigan Act. The Membership Interest of each Member shall be expressed as a number of Units and a percentage interest of the total Membership Interests of all Members as set forth on Schedule A.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includible in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;
(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property’s Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b).

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Officer" has the meaning set forth in Section 7.03.

"Partnership Representative" has the meaning set forth in Section 10.04.

"Permitted Transfer" means a Transfer of Membership Interests carried out pursuant to Section 9.02. "Permitted Transferee" means a recipient of a Permitted Transfer.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Prohibited Activity" means activity in which the Member contributes the Member’s knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Business. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or Confidential Information.

"Regulatory Allocations" has the meaning set forth in Section 5.02(e).
"Related Party Agreement" means any agreement, arrangement or understanding between the Company and any Member or any Affiliate of a Member or any officer or employee of the Company, as such agreement may be amended, modified, supplemented or restated in accordance with the terms of this Agreement.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Restricted Period" has the meaning set forth in Section 7.06(a).

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"Subsidiary" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"Tax Matters Member" has the meaning set forth in Section 10.04.

"Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. "Transfer" when used as a noun shall have a correlative meaning. "Transferor" and "Transferee" mean a Person who makes or receives a Transfer, respectively.

"Treasury Regulations" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"Unit" mean a Unit (or any successor security) representing a fractional part of a Members' Membership Interest.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule
relying on or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on January 26, 2016, pursuant to the provisions of the Michigan Act, upon the filing of the Articles of Organization with the Secretary of State of the State of Michigan. The Articles of Organization were amended to organize the Company as manager-managed on March 6, 2018, pursuant to the provisions of the Michigan Act, upon the filing of Amended and Restated Articles of Organization with the Secretary of State of the State of Michigan.

(b) This Agreement shall constitute the "Operating Agreement" (as that term is used in the Michigan Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Michigan Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Michigan Act in the absence of such provision, this Agreement shall, to the extent permitted by the Michigan Act, control.

Section 2.02 Name. The name of the Company is "Pure Green LLC" or such other name or names as may be designated by the consent of the Members; provided, that the name shall always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the designation "LLC." The Manager shall give prompt notice to the Members of any change to the name of the Company.

Section 2.03 Principal Office. The principal office of the Company is located stated in the Articles of Organization, or such other place as may from time to time be determined by the Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Articles of Organization or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by the Michigan Act and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Michigan shall be the initial registered agent named in the Articles of Organization or such other Person or Persons as the Manager may designate from time to time in the manner provided by the Michigan Act and Applicable Law.

Section 2.05 Purpose; Powers.
(a) The purposes of the Company are to engage in (i) research, development, manufacture, distribution, and commercialization of cannabis oils and edibles (the "Business") and (ii) any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Michigan Act.

Section 2.06 Term. The term of the Company commenced on the date the Articles of Organization were filed with the Secretary of State of the State of Michigan and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Initial Capital Contributions. Each Member has made an initial Capital Contribution and/or is deemed to own Membership Interests in the amounts set forth opposite such Member's name on Schedule A attached hereto. The Manager shall update Schedule A upon the issuance or Transfer of any Membership Interest to any new or existing Member in accordance with this Agreement.

Section 3.02 Additional Capital Contributions. Except as provided in Schedule A, no Member shall be required to make additional Capital Contributions ("Additional Capital Contributions") or make loans to the Company.

Section 3.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any Additional Capital Contributions;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

(i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(c);
(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and

(iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 Succession Upon Transfer. In the event that any Membership Interests are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI and ARTICLE XI in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 3.06 No Withdrawals From Capital Accounts. No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member, including the Manager, shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

Section 3.07 Treatment of Loans From Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account.

Section 3.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE IV
MEMBERS

Section 4.01 Admission of New Members.
(a) New Members may be admitted from time to time (i) in connection with
the issuance of Membership Interests by the Company, subject to compliance with the
provisions of Section 7.02, and (ii) in connection with a Transfer of Membership
Interests, subject to compliance with the provisions of ARTICLE IX, and in either case,
following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be
admitted as a Member, whether pursuant to an issuance or Transfer of Membership
Interests, such Person shall have executed and delivered to the Company a written
undertaking the form of which is approved by the Manager. Upon the amendment of
Schedule A of the Agreement by the Manager and the satisfaction of any other applicable
conditions, including the receipt by the Company of payment for the issuance of
Membership Interests, such Person shall be admitted as a Member and deemed listed as
such on the books and records of the Company. The Manager shall also adjust the Capital
Accounts of the Members as necessary in accordance with Section 3.03.

Section 4.02 No Personal Liability. Except as otherwise provided in the Michigan Act,
by Applicable Law or expressly in this Agreement, no Member will be obligated personally for
any debt, obligation or liability of the Company or other Members, whether arising in contract,
tort or otherwise, solely by reason of being a Member.

Section 4.03 No Withdrawal. So long as a Member continues to hold any Membership
Interests, such Member shall not have the ability to withdraw or resign as a Member prior to the
dissolution and winding up of the Company and any such withdrawal or resignation or attempted
withdrawal or resignation by a Member prior to the dissolution or winding up of the Company
shall be null and void. As soon as any Person who is a Member ceases to hold any Membership
Interests, such Person shall no longer be a Member.

Section 4.04 No Interest in Company Property. No real or personal property of the
Company shall be deemed to be owned by any Member individually, but shall be owned by, and
title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby
irrevocably waives during the term of the Company any right that such Member may have to
maintain any action for partition with respect to the property of the Company.

Section 4.05 Certification of Membership Interests.

(a) The Manager may, but shall not be required to, issue certificates to the
Members representing the Membership Interests held by such Member.

(b) In the event that the Manager shall issue certificates representing
Membership Interests in accordance with Section 4.05(a), then in addition to any other
legend required by Applicable Law, all certificates representing issued and outstanding
Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER,
SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH OPERATING AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE V
ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in Section 5.02, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 5.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(g)(2). This Section 5.02 is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(g)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.
(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-
1(b)(2)(i)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) The allocations set forth in paragraphs (a), (b), (c) and (d) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b), Section 5.03(c) and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method with curative allocations of Treasury Regulations Section 1.704-3(c), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (e) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).
(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Membership Interests. In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of ARTICLE IX, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

ARTICLE VI
DISTRIBUTIONS

Section 6.01 Distributions of Cash Flow and Capital Proceeds.

(a) Any available cash of the Company, after allowance for all reasonable costs and expenses incurred by the Company and for such reasonable reserves as the Members may agree upon, or as contemplated in the Budget, shall be distributed to the Members, on at least a quarterly basis, in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate the Michigan Act or other Applicable Law.

Section 6.02 Distributions in Kind.

(a) The Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of securities or other property held by the Company. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section 6.01.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Manager may require that the Members execute and deliver such documents as the Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may
appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

ARTICLE VII
MANAGEMENT

Section 7.01 Management of the Company. The business and affairs of the Company shall be managed by the Manager. Subject to the provisions of Section 7.02, the Manager shall have full and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company set forth in Section 2.05; provided, that the Manager shall manage the Company in accordance with the Budget. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a resolution expressly authorizing such action which resolution is duly adopted by the Manager.

Section 7.02 Actions Requiring Approval of Members. Without the written approval of a Majority in Interest of the Members, the Company shall not, and shall not enter into any commitment to:

(a) Amend, modify or waive the Articles of Organization or this Agreement; provided that the Manager may, without the consent of the other Member, amend Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Make any material change to the nature of the Business conducted by the Company or enter into any business other than the Business;

(c) Issue additional Membership Interests or admit additional Members to the Company.

(d) Enter into, amend in any material respect, waive or terminate any Related Party Agreement other than the entry into a Related Party Agreement that is on an arm's length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;

(e) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of all or substantially all of its assets, other than sales of inventory in the ordinary course of business consistent with past practice; or

(f) Dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.
Section 7.03 Officers The Manager may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

Section 7.04 Action Without Meeting. Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 7.05 Informational Rights. In addition to the information required to be provided pursuant to ARTICLE X, the Manager shall keep the other Members reasonably informed on a timely basis of any material fact, information, litigation, employee relations or other matter that could reasonably be expected to have a material impact on the operations or financial position of the Company, including, but not limited to, any modification of any loan or other financing to the Company. The Manager shall provide all material information relating to the Company or the management or operation of the Company as any Member may reasonable request from time to time.

Section 7.06 Other Activities; Business Opportunities.

(a) So long as any Member remains a Member of the Company and for the two (2) years, to run consecutively, beginning on the day a Member is no longer a Member of the Company, for any reason (the "Restricted Period"), the Member agrees and covenants not to engage in Prohibited Activity. Nothing herein shall prohibit Member from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that the Member is not a controlling person of, or a member of a group that controls, such corporation. In the event of a breach or threatened breach by the Member of any of the provisions of this Agreement, the Member hereby consents and agrees that the Company shall be entitled to, in addition to other available remedies, seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.
(b) Except as provided in Section 7.06(a), nothing contained in this Agreement shall prevent any Member, including the Manager, or any of its Affiliates from engaging in any other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Member for any profits or income earned or derived from other such activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Member of any business opportunity of any type or description.

Section 7.07 Compensation and Reimbursement of Manager. As approved by a Majority in Interest of the Members, the Manager shall be compensated for its services as the Manager, and the Company shall reimburse the Manager for all ordinary, necessary and direct expenses incurred by the Manager on behalf of the Company in carrying out the Company's business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed amounts set forth in the Budget in the aggregate for any Fiscal Year without the approval of a Majority in Interest of the Members.

Section 7.08 Removal of Manager. A Majority in Interest of the Members may remove the Manager of the Company, by delivering written notice to the Manager and the Members. Upon the Manager's removal, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The removal of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of such Member.

Section 7.09 Resignation of Manager. The Manager may voluntarily resign as the Manager. Upon such resignation, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The resignation of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of a Member.

ARTICLE VIII
EXCULPATION AND INDEMNIFICATION

Section 8.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean (i) each Member; (ii) the Manager; (iii) each officer, director, stockholder, partner, member, Affiliate, employee, agent or representative of each Member, and each of their Affiliates; and (iv) each Officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or is not made in knowing violation of the provisions of this Agreement.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information,
opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Michigan Act.

Section 8.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 8.03 Indemnification.

(a) Indemnification. To the fullest extent permitted by the Michigan Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Michigan Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages,
judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, “Losses”) to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the Business of the Company; or

(ii) such Covered Person being or acting in connection with the Business of the Company as a member, stockholder, Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person’s conduct did not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or a knowing violation of the provisions of this Agreement. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person’s conduct was unlawful, or that the Covered Person’s conduct constituted fraud, gross negligence, willful misconduct or a knowing violation or material breach of this Agreement.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 8.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 8.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(e) Entitlement to Indemnity. The indemnification provided by this Section 8.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 8.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 8.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.
(d) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 8.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) Savings Clause. If this Section 8.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 8.03 to the fullest extent permitted by any applicable portion of this Section 8.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) Amendment. The provisions of this Section 8.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 8.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 8.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 8.04 Survival. The provisions of this ARTICLE VIII shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE IX
TRANSFER

Section 9.01 Restrictions on Transfer.

(a) Except as otherwise provided in this ARTICLE IX, no Member shall Transfer all or any portion of its Membership Interest in the Company without the written consent of a Majority in Interest of the no-transferring Members (which consent may be
granted or withheld in the sole discretion of such other Members). No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01(b) hereof.

(b) Notwithstanding any other provision of this Agreement (including Section 9.02), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the Michigan Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes;

(vi) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vii) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such
Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest," unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. The provisions of Section 9.01(a) shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to its Affiliate.

ARTICLE X
ACCOUNTING; TAX MATTERS

Section 10.01 Financial Statements. The Company shall furnish to each Member, as soon as available, and in any event within one hundred twenty (120) days after the end of each Fiscal Year, unaudited consolidated balance sheets of the Company as at the end of each such Fiscal Year and unaudited consolidated statements of income, cash flows and Members' equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year, prepared in accordance with GAAP, applied on a basis consistent with prior years, and fairly present in all material respects the financial condition of the Company as of the dates thereof and the results of their operations and changes in their cash flows and Members' equity for the periods covered thereby.

Section 10.02 Inspection Rights. Upon reasonable notice from a Member, the Company shall afford each Member and its Representatives access during normal business hours to (i) the Company's properties, offices, plants and other facilities; (ii) the corporate, financial and similar records, reports and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members (including the Manager), and to permit each Member and its Representatives to examine such documents and make copies thereof; and (iii) any officers, senior employees and public accountants of the Company, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company with such officers, senior employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Member and its Representatives such affairs, finances and accounts).

Section 10.03 Income Tax Status. It is the intent of this Company and the Members that this Company shall be treated as a partnership for U.S., federal, state and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 10.04 Tax Matters Member; Partnership Representative.

(a) Appointment. The Members hereby appoint the Manager as the "tax matters partner" (as defined in Code Section 6231 prior to its amendment by the Bipartisan Budget Act of 2015 ("BBA")) (the "Tax Matters Member") and the "partnership representative" (the "Partnership Representative") as provided in Code Section 6223(a) (as amended by the BBA). The Tax Matters Member or Partnership Representative may resign at any time if there is another Manager to act as the Tax Matters Member or Partnership Representative.

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(b) Tax Examinations and Audits. The Tax Matters Member and Partnership Representative are each authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Tax Matters Member or Partnership Representative, which authorization may be withheld by the Tax Matters Member or Partnership Representative in its sole and absolute discretion. The Tax Matters Member or Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

(c) BBA Elections. The Company will not elect into the partnership audit procedures enacted under Section 1101 of the BBA (the “BBA Procedures”) for any tax year beginning before January 1, 2018, and, to the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures for tax years beginning on or after January 1, 2018 pursuant to Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member’s share of any adjustment set forth in the notice of final partnership adjustment.

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member’s federal, state, foreign or other income tax return with the treatment of the item on the Company’s return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any taxes imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

(e) Income Tax Elections. Except as otherwise provided herein, each of the Tax Matters Member and Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided, that the Tax Matters Member or Partnership Representative will make an election under Code Section 754, if requested in writing by another Member.

Section 10.05 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 7.03) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. The Manager shall provide the Members, for their review and comment, copies of all tax returns prior to the filing thereof. As soon as reasonably possible
after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 10.06 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XI
DISSOLUTION AND LIQUIDATION

Section 11.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The determination of the Members to dissolve the Company;

(b) The sale, exchange, involuntary conversion, or other disposition or transfer of all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under the Michigan Act.

Section 11.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 11.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03 and the Articles of Organization shall have been cancelled as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is dissolved pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Michigan Act and the following provisions:

(a) Liquidator. The Manager shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.
(e) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company’s debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) Third, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 11.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(c), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company’s assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon consent of a Majority In Interest of the Members, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

Section 11.04 Cancellation of Articles. Upon completion of the distribution of the assets of the Company as provided in Section 11.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Articles of Organization in the State of Michigan and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Michigan and shall take such other actions as may be necessary to terminate the Company.

Section 11.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member’s right to indemnification pursuant to Section 8.03.
Section 11.06 Recourse for Claims. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Liquidator or any other Member.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 12.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 12.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "Confidential Information"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

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(b) Nothing contained in Section 12.03(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Member; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 12.03 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 12.03 as if a Member; provided, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Member of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Member) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 12.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Member or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 12.03 shall survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the withdrawal of such Member from the Company, and (iii) such Member's Transfer of its Membership interests.

Section 12.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in Schedule A (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04).

Section 12.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
Section 12.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 8.03(f), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 12.07 Entire Agreement. This Agreement, together with the Articles of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 12.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 12.09 No Third-party Beneficiaries. Except as provided in ARTICLE VIII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by a Majority in Interest of the Members. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement may be made by the Manager without the consent of a Majority in Interest of the Members or execution by the Members.

Section 12.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 12.01 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 12.14 hereof.
Section 12.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan.

Section 12.13 Submission to Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the State of Michigan, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Michigan. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by registered mail to the address set forth in Section 12.04 shall be effective service of process for any suit, action or proceeding brought in any such court.

Section 12.14 Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 12.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 12.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 8.02 to the contrary.

Section 12.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means
of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]
Schedule A
Pure Green, LLC
Member Schedule

Effective Date: January 1, 2018

<table>
<thead>
<tr>
<th>Member Name &amp; Address</th>
<th>Units</th>
<th>Capital Contribution</th>
<th>Membership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>1,000,000</td>
<td>$0</td>
<td>100.00%</td>
</tr>
<tr>
<td>4761 Tara Ct.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Bloomfield, MI 48323</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

The Company:
Pure Green LLC

By: __________________________
Name: Stephen Goldner
Title: Manager

The Members:

______________________________
Name: Stephen Goldner
STAFFING PLAN

Summary of Job Creation, Compensation and Budget

As discussed in detail below, we anticipate creating approximately 59 jobs at our Orion Township Cultivation Facility.

<table>
<thead>
<tr>
<th>Type of Marijuana Facility</th>
<th>Proposed Location</th>
<th>Total Jobs Per Facility</th>
<th>Expected Annual Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Facility</td>
<td>Orion Township</td>
<td>59</td>
<td>$3,750,000.00</td>
</tr>
</tbody>
</table>

We pay our cultivation facility employees a minimum hourly wage of $15. We also provide a generous benefit package that includes the following:

- Health Insurance
- Paid Holidays
- Paid Time Off
- 401K Plan with 2% Match
- Performance Incentives

Out of our 3.75MM expected annual payroll, Pure Green expects to allocate $630,000 toward benefits for all full-time employees!

We intend to source our employees first from Orion Township, then into the surrounding regional area. Our job listings will always be listed in the Orion Township area first to accumulate as many qualified candidates as possible.

Attached is a table of the proposed positions at our Orion Cultivation Facility:

<table>
<thead>
<tr>
<th>Title</th>
<th>Quantity</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Director</td>
<td>1</td>
<td>$140,000</td>
</tr>
<tr>
<td>Cultivation Manager</td>
<td>1</td>
<td>$165,000</td>
</tr>
<tr>
<td>Assistant Cultivation Manager</td>
<td>1</td>
<td>$90,000</td>
</tr>
<tr>
<td>IPM Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Fertilization Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Propagation Lead</td>
<td>1</td>
<td>$60,000</td>
</tr>
<tr>
<td>Veg Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Cultivation Agents</td>
<td>27</td>
<td>$15/hr</td>
</tr>
<tr>
<td>QC Manager</td>
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<td>$75,000</td>
</tr>
<tr>
<td>Post Harvest Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Packaging / Distribution Manager</td>
<td>1</td>
<td>$50,000</td>
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<tr>
<td>Post Harvest Lead</td>
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<td>$20/hr</td>
</tr>
<tr>
<td>Post Harvest / Packaging Agents</td>
<td>9</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Director of Operations</td>
<td>1</td>
<td>$175,000</td>
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<tr>
<td>Shipping / Receiving / Inventory Supervisor</td>
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<td>$50,000</td>
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<tr>
<td>Position</td>
<td>Quantity</td>
<td>Wage</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>METRC Agents</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>METRC/Compliance Manager</td>
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<tr>
<td>Janitor</td>
<td>1</td>
<td>$15/hr</td>
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<tr>
<td>Maintenance Engineer</td>
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<td>$135,000</td>
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<tr>
<td>Facilities Maintenance Manager</td>
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<td>$65,000</td>
</tr>
<tr>
<td>Facilities Maintenance Assistant</td>
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<td>$20/hr</td>
</tr>
<tr>
<td>Admin / Front Desk</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Security Guard</td>
<td>1</td>
<td>$30/hr</td>
</tr>
</tbody>
</table>
10/01/2020

To Whom It May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing property coverage for Pure Green LLC at 180 Premier Drive, Orion Charter Township, MI 48359. General Liability coverage has already been secured.

Please contact me with any questions.

Thanks,

Pete Elliott

Vice President
Cell (734) 664-0472
Ph (313) 964-3750
Fax (313) 964-3850
Pete@dieboldinsurance.com

Diebold
Detroit
Insurance Agency

1535 6th Street | Suite 1
Detroit MI 48226
www.Dieboldinsurance.com
Charter Township of Orion
Planning & Zoning Department
2525 Joslyn Rd., Lake Orion MI 48360
P: (248) 391-0304 ext. 5000; Fax (248) 391-1454

TO: The Charter Township of Orion Planning Commission
FROM: Tammy Girling, Planning & Zoning Director
DATE: January 29, 2021
RE: PC-2021-08, Pure Green, LLC, Ordinance 154 Class "C" Grower-Medical Application

As requested, I am providing suggested motions for the abovementioned project. Please feel free to modify the language. The verbiage below could substantially change based upon the Planning Commissions findings of facts for the project. Any additional findings of facts should be added to the motion below.

Ordinance #154

I move to **grant/not grant** approval of the application, as required per Ord. #154, for PC-2021-08, Pure Green, LLC, for a Class "C" Grower facility - Medical, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the findings of fact that the operation **does/does not** meeting the following location requirements:

- Is located in and IP zoning district
- Is located in a building that meets all the distance requirements shown in Ord. 154
- Is located in a building that has an ingress/egress road with less than 6,000 vehicles/day.
- Is located in a building that has an ingress/egress road that does not service as a road that also serves for residential zoning.

If **motion is grant approval - conditioned upon**:

The applicant meets all applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Mariujana Regulatory Agency (MRA).
To: Planning Commission/Planning Coordinator
From: Jeff Williams, Fire Marshall
Re: PC-2021-08, Pure Green LLC, Ordinance #154 -- Class C Grower (Medical)
Date: 1/29/2021

The Orion Township Fire Department has completed its review of Medical Marijuana Application PC-2021-08 for the limited purpose of compliance with Charter Township of Orion Ordinance Number 154 Article VI(g).

Based upon the application and documentation provided, the Fire Department has the following recommendation as to issues concerning the Medical Marijuana Facility’s specific location and impact on the health and safety of Township residents:

☐ Approved
☐ Approved with conditions (See below)
☐ Not approved

Conditions:
This approval is limited to the application and materials reviewed which at this time do not raise a specific concern with regard to location and/or impact on health and safety. However, the approval is conditioned upon the applicant providing sufficient additional information, data or documents, confirming full compliance with all applicable fire codes, Township Ordinances and State law. Furthermore, the Fire Department’s approval is limited to the issuing of a Medical Marijuana Facilities Permit under Ordinance 154 and does not constitute a waiver of any additional requirement for site plan approval or as otherwise required by any applicable code, ordinance or law; including, the Fire Department’s review and approval of a final site plan, security plan, fire suppression system, emergency ingress/egress, or other matters which represent a fire or emergency response concern.

If there are any questions, the Fire Department may be reached at 248-391-0304 ext. 2003.

Sincerely,

Jeffrey Williams
Jeff Williams, Fire Marshall
Orion Township Fire Department
To: Planning Commission
From: David Goodloe, Building Official
Re: Medical Marijuana Applications PC-2021-08
Date: 2/1/2021

The application for PC case 2021-08 has been reviewed by the Building Department for compliance with The Charter Township of Orion Ordinance number 154 Article VI application procedure for the purposes of compliance with Ordinance 154 only, the Building Department has the following recommendation:

球星 Approved
  ○ Approved with conditions (See below)
  ○ Not approved

If you have any questions feel free to contact me at 248-391-0304. X6001

Sincerely,

David Goodloe

David Goodloe
Building Official
Orion Township Building Dept.
CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2021-08
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Pure Green
Request: Class “C” Grower - Medical
Date: January 29, 2021

The aforementioned application was reviewed for compliance with the location requirements of Article VI of Ordinance No. 154 and the finds are detailed below:

Article V, 1. — The Facility must be located in the Township’s IP (Industrial Park) district: The parcels are zoned IP (Industrial Park) as required.

Article V, 2 — The Facility cannot be within one thousand five hundred (1,500) feet of a “church” in the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 1,500 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest church and it was over 1,600 feet.

Article VI, 3 — The Facility cannot be within two thousand (2,000) feet of a residence located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,000 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest residential property line (for simplicity) and it was 2,500 feet.

Article VI, 4 — The Facility cannot be within two thousand five hundred (2,500) feet of a registered “school” within the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,500 feet. The closest school is over 2 miles from the parcel. (Scripps and Stadium Rds.)
Article VI, 5 – The Facility shall not have an ingress or egress on a street or road that has an average traffic volume in excess of six thousand (6,000) vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by Southeast Michigan Council of Governments (SEMCOG): The building has ingress and egress off of Premier Drive. SEMCOG’s website does not contain any traffic count reports for Premier Dr.

Article VI, 6- The Facility shall not have an ingress or egress on a street or road that directly also serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district. The building has both ingress or egress off of Premier Dr. Premier Dr. does not serve as an ingress and/or egress to any property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district.

Article VI, 7 - Distances specified in this Ordinance shall be measured from building edge to building edge. The measurements, unless noted differently, were measured from building edge to proposed building edge.

Article VI, 8 – If the Facility shall need a variance from what is set forth in Article VI Sections one (1) through six (6) above, the Applicant may submit a formal request for a variance to the Zoning Board of Appeals (“ZBA”). The ZBA shall only consider a variance request that is no more than fifteen percent (15%) out of compliance with the above location regulations: The applicant is not requesting any variances from the ZBA.

Article VI, 9 – It is the Township’s intention that Growers, Processors, Safety Compliance Facilities and Secured Transporters may operate within the same building under the following conditions: each licensed entity remains distinct and separate within different working area and separate record keeping systems: The applicant is requesting a Class "C" Grow - Medical facility only.

Article VI, 10 – The location shall meet all applicable Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Marijuanana Regulatory Agency (MRA):

ITEMS TO BE ADDRESSED: These items are unknown at this time. It is recommended that any approval be conditioned upon this requirement.

Article VI, 11 – The Facility location shall conform to all standards of the zoning district in which it is located: This condition has been met. The building itself has received site plan approval.
Article VI, 12 – If the Facility location is currently vacant land, the applicant must submit a site plan and building plans with the Application: The application is for an improved parcel that has received site plan approval.

Article VI, 14 – Based upon an application for or amendment of a Conditional Rezoning, PUD, or other use Development Agreement of sufficient specificity, it is within the sole discretion and judgment of the Township Board of Trustees to consider and waive any or all of the Location Requirements of this Article VI based upon any or all of 3 factors listed in Article VI 14 a,b, and c.: The applicant is not requesting any waivers.

Summary: I have reviewed the application as it relates to Ordinance No. 154 Article VI – Location Requirements. I am agreeable with the recommendation to approve this application with the conditions that:

1. The applicant meets all other applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Mariujana Regulatory Agency (MRA).

Tamara Girling
Planning & Zoning Director
Penny Shults  
Clerk of the Charter Township of Orion  
2525 Joslyn Rd  
Lake Orion, Michigan 48360

Re: Marihuana Facility Permit Application; Pure Green, LLC  
180 Premier Drive, Orion Charter Township, MI 48359  
(1) Medical Class C Grow Permit

Dear Madam Clerk:

Please find attached the Marihuana Facility Permit Application and all exhibits for a Medical Class C Grow permit to operate at 180 Premier Drive, Orion Charter Township, MI 48359.

If the Township believes any additional information or materials are required for this filing, please do not hesitate to contact us.

Kindly direct all communications regarding this application to Aaron Fogleman either by phone at 248.920.8770 or by email at licensing@gloriouscanna.com.

We look forward to contributing significantly to the Township through economic development, training and employment, education and outreach, and to becoming a valuable community partner.

Thank you for your consideration.

Most Sincerely,

Stephen Goldner  
Owner
ORION ORDINANCE 154 INITIAL PERMIT APPLICATION
Ordinance 154, Licensed Marihuana Facilities Ordinance

Pursuant to the Charter Township of Orion Ordinance 154, Licensed Marihuana Facilities Ordinance, the following application is intended to collect information and documentation establishing the applicant's conformance with the ordinance. All applicants should note that the approval of a Marihuana Permit will be based upon the accuracy and completeness of the information provided. In the event applications are received in excess of the permitted number of locations within the Ordinance or two or more applicants have similar qualifications, the Charter Township of Orion reserves its right to approve a permit which in the opinion of the Township best meets its goals and safeguards as set forth in the Ordinance. No financial or other right is established by the payment of the non-refundable application fee. All applications for renewal of a permit shall be reviewed per the standards set forth in the Ordinance. The Charter Township of Orion reserves the right to approve or deny the permit based upon the failure of any applicant to establish to the satisfaction of the Township any requirement, standard or goal of the Ordinance. The applicant understands this determination may involve a subjective interpretation of the application. Any permit granted by the Township is contingent upon the State of Michigan granting a state license for the specific license applied for under this ordinance.

SECTION A- APPLICANT

1. Name of Applicant: Pure Green, LLC
   Authorized Signer (of not an individual): Stephen Goldner
   Address of Applicant: 2055 Crooks Rd, Suite B
   Rochester Hills, MI 48309
   Phone Number: 248.920.8770
   Email Address: licensing@gloriouscanna.com
   Sole Proprietor □ Partnership □
   Corporation □ Limited Liability Company
   □ Other: ____________________

2. If entity is Sole Proprietor, state Owner/Proprietor’s date of birth: ____________ and provide a copy of photo identification.

3. If other than Sole Proprietor, list name, address and date of birth of all owners and provide copies of photo identification and percentage of ownership.
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>4761 Tara Ct</td>
<td>03/16/1948</td>
<td>100%</td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<td>3.</td>
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<td>4.</td>
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</tbody>
</table>

4. Name and address, phone number, date of birth and photo identification of all anticipated employees of facilities not listed as owners. (This information must be provided and supplemented before any future employee not listed begins working at facility)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. N/A</td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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</tbody>
</table>

5. If the Applicant or owner or any operator is a licensed caregiver under the Michigan Medical Marihuana Act, please list their name and address, and caregiver ID number issued by the State of Michigan, N/A

6. For any corporation or other legal entity who has a financial interest or affiliation with the requested permit, please state the following:

Name:________________________
Name of Authorized Signer:________________________
Address:________________________

Interest or Affiliation:________________________

**SECTION B- FACILITY LOCATION**

7. Name of proposed facility: **Oakland Business Park, Building B**

8. Location of proposed facility: **180 Premier Drive, Orion Charter Township, MI 48359**
9. Please provide a preliminary floor plan sketch showing the location of all facility operations within an existing building, or for new construction a site plan for the parcel. Attach as Exhibit “A”
   ☐ Document(s) attached. If not attached, why not and when is applicant expected to supplement: ____________________________

10. With respect to the location of the facility, please state with specificity the exact location, address, suite number and, if necessary, the location of the facility within a building or the parcel of land. This location should include the distance in feet from each property line. Attach as Exhibit “B”
    ☐ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: ________________

11. Please provide evidence of the Applicant’s property interest in the proposed location. Provide copies of documentation showing a legal and enforceable property interest. Attach as Exhibit “C”.
    ☐ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: ________________

12. Please confirm and establish that the facility is located within the Township’s Industrial Park district (“IP”); is not within 1,500 feet of a church; is not within 2,000 feet of a residence located in the R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning Districts; is not within 2,500 feet of a registered school and does not have ingress or egress on a street or road that has an average traffic volume in excess of 6,000 vehicles per day as calculated and reported by Southeast Michigan Counsel of Governments. Further, please show that the facility does not have an ingress or egress on a street or road that serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning District. For each of the above criteria, please attach any and all documents which will permit the Township to calculate compliance with the Licensed Marihuana Facilities Ordinance No. 154. At a minimum, provide a map showing the facility and measured distances (building edge to building edge).
    Attach as Exhibit “D”.
    ☐ Documents attached.
    If not attached, why not and when is applicant expected to supplement: ________________

a) Is the Facility located in the Township’s IP (Industrial Park District) zoning district?
   ☐ Yes          ☐ No
b) Is the Facility more than one thousand five hundred (1,500) feet of any church in the Township?

☐ Yes  ☐ No

c) Is the Facility more than two thousand (2,000) feet of any residence located in an R-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes  ☐ No

d) Is the Facility more than two thousand five hundred (2,500) feet of any registered school within the Township.

☐ Yes  ☐ No

For 10-12 above, please provide a map showing the facility and measured distances (building Edge to building edge.)

e) Does the facility have an ingress or egress on a street or road that has an average traffic volume of six thousand (6,000) or less vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by the Southeast Michigan Council of Governments (SEMCOG) per the site semcog.org/Traffic-Counts?

☐ Yes  ☐ No

f) Does the Facility have an ingress or egress on a street or road that does not also serve as an ingress or egress to a residential road or property located in a TR-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes  ☐ No

Name of Facility ingress/egress Street or road: Premier Drive

13. Please state whether the Applicant will seek a variance from the Zoning Board of Appeals pursuant to Article 6(8) of the Orion Licensed Marihuana Facilities Ordinance No. 154.

☐ Yes  ☒ No

If variance will be sought, specify location category(s) pursuant to Art 6 (1)-(6):
For each category variance sought, state the percentage the applicant will seek: _____%
(Not to exceed 15%)

SECTION C- FACILITY REQUIREMENTS

14. When available, submit to the Township a copy of the Applicant's application for a license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs, for each facility permit requested.
Attach as Exhibit “E”.
☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: _____________________
Phase 2 application with the state of Michigan requires a permit and signed attestation from the municipality. We expect to submit our application with the state by November 1, 2020

15. Is consumption and/or use of marihuana prohibited at the Facility?

☐ ☐ Yes ☐ No

16. Will all activity related to the Facility be done indoors?

☐ ☐ Yes ☐ No

17. Will all Marihuana contained within the building be in a locked Facility in accordance with the Michigan Medical Marihuana Act, MCL 333.26421 et seq., as amended (“MMMA”), the Michigan Medical Marihuana Facilities Licensing Act, MCL 333.27101, et seq., and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et seq., as amended (“MRTMA”) as amended?

☐ ☐ Yes ☐ No

18. Please set forth an operations statement, plan and or outline showing that all facility activities shall occur indoors and in a building which is locked.
Attach as Exhibit “F”
☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: _____________________

19. Will all necessary building, electrical, plumbing and mechanical permits obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices are located?

☐ Yes ☐ No
20. When available and prior to the issuance of any permit, the Applicant must submit all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire department showing compliance with the Michigan Fire Protection Code and confirmation that the storage of any chemical, herbicide, pesticide and or fertilizer has also been approved by the Orion Fire Department. Attach as Exhibit “G”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________________________

21. In any portion of the structure where the storage of any chemicals such as herbicides, pesticides, and/or fertilizers, do you agree to be subject to inspection and approval by the Orion Fire Department to ensure compliance with the Michigan Fire protection Code?

☑ Yes □ No

22. Will you ensure that no other uses, other than accessory uses, will be permitted within the same Facility other than those associated with cultivating, processing, transporting or testing marihuana?

☑ Yes □ No

23. Please state and/or provide documentation showing the plan that all litter and waste will be properly and safely removed and will not constitute a source of contamination in areas where marihuana is exposed. Further, please include how the applicant will dispose of rubbish so as to minimize the development of odor and minimize the potential for development of waste odor and waste from becoming an attracted, harborage or breeding place for pests. Please include a detailed description of the ventilation system. Attach as Exhibit “H.”
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________________________

a) Will litter and waste be properly removed and the operating systems for waste disposal maintained in an adequate manner so that they do not constitute a source of contamination in areas where marihuana is exposed?

X Yes □ No

b) Will floors, walls and ceilings be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair?

X Yes □ No
c) Will there be there adequate screening or other protection against entry of pests, and will rubbish be disposed of so as to minimize the development of odor, minimize the potential for development of waste odor, and minimize the potential for waste becoming an attractant harborage or breeding places for pests?

☐ Yes  ☐ No

d) Will all buildings, fixtures and other facilities be maintained in a sanitary condition?

☐ Yes  ☐ No

e) Will each Facility center provide its occupants with adequate and readily accessible toilet facilities that will be/are maintained in a sanitary condition and in good repair?

☐ Yes  ☐ No

24. Please state how the Applicant intends to avoid excessive noise, dust, vibrations, glare, fumes or odors detectable to the normal senses beyond the boundaries of the property. Attach as Exhibit “I”.

☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: __________________________

______________________________

a) Will each Facility be operated in a manner that does not create excessive noise, dust, vibrations, glare, fumes or odors detectible to the normal senses beyond the boundaries of the property on which that Marihuana Facility will operate OPERATES or in violation of any other ordinance?

☐ Yes  ☐ No

25. Please provide the plan and supporting documentation showing that all disposal systems for spent water and spent soil have been adequately and safely disposed of and accounted for.
Attach as Exhibit “J”.

☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: __________________________

______________________________

26. Please provide a security and safety plan, and at a minimum showing the facilities surveillance systems and continuous monitoring systems of the entire premise as required by the ordinance.
Attach as Exhibit “K”.

☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: __________________________
a) Will the Facility continuously monitor the entire premises with surveillance systems that include security cameras operating 24 hours a day, 7 days a week, every day of the year, and will these recordings be maintained for a period of at least 30 days?

☐ Yes  ☐ No

27. Please state and/or show the exterior signage or advertising identifying the facility. Attach as Exhibit “L”.
☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ____________________________
The facility will only show the numbers associated with its address

a) Do you understand and agree that any exterior signage or advertising identifying the Facility as a marihuana facility is prohibited?

☐ Yes  ☐ No

SECTION D- BUSINESS OPERATIONS AND SECURITY

28. Active business operations shall not be open outside of the hours of 7am and 9pm.

<table>
<thead>
<tr>
<th>Active Hours of Operations:</th>
</tr>
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<tr>
<td></td>
</tr>
<tr>
<td>Open</td>
</tr>
<tr>
<td>Close</td>
</tr>
</tbody>
</table>

29. Will security guards be provided?  If yes, how many? 1

☐ Yes  ☐ No

30. Days and Hours security guards will be provided:

<table>
<thead>
<tr>
<th>24 Hrs?*</th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes/No</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
</tr>
</tbody>
</table>

*If any day is not 24 hrs., please enter Start and Finish times.
SECTION F - BACKGROUND

31. Have you previously operated in this Township or any other County, City, or State under a Medical or adult use Marijuana/Marihuana License or Permit?

☑ Yes   ☐ No

32. Have any of the previously issued licenses or permits mentioned above been revoked or suspended?

☐ Yes   ☑ No

If yes, provide an explanation for the revocation/suspension below.

__________________________________________________________________________
__________________________________________________________________________

33. Is the Applicant or Authorized Signer currently licensed by any governmental agency to engage in any business?

☑ Yes   ☐ No

34. If yes to questions 31, 32, or 33, please list each such license or permit held, the city or state in which it is held, and expiration date thereof.

State of Michigan license to operate medical marihuana cultivation facilities
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

35. Has the Applicant or any stakeholder been convicted or incarcerated for a felony within the past ten (10) years or ever been convicted of an illegal substance related felony?

☐ Yes   ☑ No

If yes, list the associated criminal case number(s), the statute(s) violated, the date(s) of conviction, the date(s) of imposition of probation and/or parole, and the name and address of the sentencing court.

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

9
I HEREBY CERTIFY UNDER OATH AND PENALTY OF PERJURY THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION IS COMPLETE, TRUE AND ACCURATE. I UNDERSTAND THAT ANY OMISSIONS OR INACCURATE INFORMATION OF THE APPLICANT, MY AGENTS OR EMPLOYEES WILL DISQUALIFY MY APPLICATION FROM CONSIDERATION.

Applicant's Signature:  

Stephen Goldner  
Print Name: Stephen Goldner  
Title: Owner  

Witness Signature:  

Aaron Fogleman  

Dated: 01/19/2021  

If needed additional signatures:

Print Name:  
Title:  

Print Name:  
Title:  


LIST OF DOCUMENTS TO PROVIDE WITH APPLICATION

(Where applicable, an attached document(s) may satisfy more than one requested document. If so, please identify the appropriate responsive Exhibit or document in the space provided.)

Application Documents

Exhibit A & B: Floor plan or drawings to scale and elevations as required by Orion Township Ordinance No. 154 with location plan showing surrounding area as required by Ordinance.
✓ Document Attached. If not, why not:

Exhibit C: Copy of Proof of Ownership, Purchase Agreement, Lease, or options for the site where the Marihuana Facility will be operated. (If leased, signed document by owner consenting of the lease to the site for a Marihuana Facility).
✓ Document Attached. If not, why not:

Exhibit D: Copy of map and/or other documents in response to question 15.
✓ Document Attached. If not, why not:

Exhibit E: Copy of the Applicant’s application for license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs.

Exhibit F: Copy of operations statement, plan and or outline showing facility activities shall occur indoors and in locked building (question 21).
✓ Document Attached. If not, why not:

Exhibit G: Copy of all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire Department showing compliance. (question 23)
✓ Document Attached. If not, why not:

Exhibit H: Copy of plan for litter and waste removal and detailed description of ventilation system. (question 26)
✓ Document Attached. If not, why not:

Exhibit I: Copy of plan to avoid excessive noise, dust, vibrations, glare, fumes or odors. (question 27)
✓ Document Attached. If not, why not:

Exhibit J: Copy of plan and supporting documents showing disposal of spent water and soil safety plan. (question 28)
✓ Document Attached. If not, why not:

Exhibit K: Description of a security and safety plan as required in the Orion Township Ordinance No. 154 for Licensed Marihuana Facility. (question 29)
✓ Document Attached. If not, why not:
Exhibit L: Any proposed text or graphical materials to be shown on the exterior of the proposed facility. (question 30)
☐ Document Attached. If not, why not: **Exterior will only show building numbers.**

Additional Documents

1. Copy of Articles of Incorporation or Limited Liability company or Partnership Agreement or assumed name certificate.
   √ Document Attached. If not, why not: ____________________________

2. Copy of Internal Revenue Service SS-4 EIN confirmation letter.
   √ Document Attached. If not, why not: ____________________________

3. Copy of Operating Agreement for LLC or Bylaws of Corporation or Partnership.
   √ Document Attached. If not, why not: ____________________________

4. Staffing plan.
   √ Document Attached. If not, why not: ____________________________

5. Proof of insurance showing compliance with Township Ordinance.
   √ Document Attached. If not, why not: ____________________________

6. Executed Affirmation of Stakeholder
   √ Document Attached. If not, why not: ____________________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES

FOR A LICENSED MARIHUANA FACILITY

1. I __Stephen Goldner________ make this affirmation in support of the
   Application for a permit with the Charter Township of Orion for a Marihuana facility
   located at __180 Premier Drive, Orion Charter Township, MI___________________.

2. I affirm that I
   a. That I am at least 21 years of age.
   b. Have never been indicted or charged with or arrested for, convicted of, plead
      guilty, or nolo contendere to a felony or to a controlled substance related
      misdemeanor.

3. I have not previously had a business license permit or registration denied or revoked or
   suspended by Orion Township.

4. Dated: __01/19/2021____________ Print name: __Stephen Goldner____________
GENERAL – OFFICE USE ONLY

1. Type of Permit Requested:
   - Class “C” Grower Facility (medical)  [ ]
   - Class “C” Grower Facility (adult-use) [ ]
   - Processing Center Facility (medical) [ ]
   - Processing Center Facility (adult-use) [ ]
   - Safety Compliance Facility (medical) [ ]
   - Safety Compliance Facility (adult-use) [ ]
   - Secured Transporter Facility (medical) [ ]
   - Secured Transporter Facility (adult-use) [ ]
   - Excess Grower [ ]
   - Marijuana Safety Compliance Facility (adult use) [ ]

Name of Applicant: Pure Green, LLC

2. Date and Time Application accepted by Orion Township:
   Date: 1/28/21 Time: 2:04 p.m.

3. Initial Application shall include nonrefundable $5,000 application fee and $5,000 annual permit fee. ($10,000.00 total) The annual permit fee is refundable if permit is denied. The annual renewal fee will be in the amount set by resolution of the Township Board of Trustees in its schedule of fees.

   $5,000.00 Non-Refundable Initial Application Fee paid on: 1/28/21
   $5,000.00 Annual Permit Fee paid on: 1/28/21

Optional Inspections – To be Completed by Orion Township Clerks Office

Building Department Inspection Date: _____________________ Signed by: _____________________
Police Department Inspection Date: _____________________ Signed by: _____________________
Fire Department Inspection Date: _____________________ Signed by: _____________________
A. & B. Facility Floor Plan
C. Lease Agreement
COMMERCIAL LEASE

This lease (the Lease), is entered into on November 1, 2020, between Premier Drive Tycoon I, LLC, with an address at 1615 S Telegraph Rd, Bloomfield Hills, MI (Landlord), and Pure Green, LLC, (Tenant) on the terms and conditions listed below.

1. Description of the Premises. Landlord owns the real property, improvements and any and all structures thereon located at 180 Premier Drive, Orion Township, MI 48359 (“Premises”), consisting of approx. 72,000 square feet. Tenant shall have the right to use the Premises to conduct its daily business operations and for any ancillary or related purposes including the operation of a marihuana business.

2. Basic Lease provisions. The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

   (a) Term: 10 years
   (b) Commencement Date: November 1, 2020
   (c) Termination date: October 31, 2030
   (d) Options: 1 option to renew for additional 10 years
   (e) Monthly installment amount: $75,000 or $12.50; per square foot;
   (f) Security deposit: $75,000.00
   (g) Use: Tenant’s desired business operation

3. Term. This Lease shall be for a term stated in section 2(a) commencing on the date stated in section 2(b) (the Commencement Date) and terminating on the date stated in section 2(c). The rent for the first month shall be prorated from date of occupancy, if the date of occupancy is after the first day of the month. Each succeeding lease year shall begin on the anniversary of the same date and continue until the termination of the Lease.

Provided that Tenant is not in default under this Lease at the end of the then current Lease term, Tenant shall have the right to renew the term of this Lease for the option period stated in section 2(d) by giving Landlord written notice of Tenant’s intent to renew the Lease at least 120 days before the expiration of the then current term. The renewal shall be on the same terms and conditions as in this Lease, except that the minimum rent for each renewal term shall be increased by a percentage equal to the percentage increase in the Consumers Price Index (Bureau of Labor Statistics Washington, D.C., all Cities) (CPI) during the preceding term. The percentage increase shall be determined by comparing the latest available CPI before the Commencement Date of the Lease or the prior term, whichever shall apply, and the latest available CPI on or before the expiration of the immediately preceding initial or renewal lease term. The word “term” as used in this Lease shall include any renewal term.

4. Minimum rent. Tenant shall pay to Landlord as rent the sum stated in section 2(e), payable in monthly installments due in advance, on the first day of each month during the term of this Lease. All rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset.

If Tenant shall fail to pay any amount due from it to Landlord under this Lease when that amount shall be due, a one-time late charge of $50.00 shall be assessed and thereafter the amount of rent not paid shall be subject to a service charge until that amount is paid at the lesser of the rate of 5% per month or the highest rate permitted by law.
5. **Security deposit.** Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum stated in section 2(f) as a security deposit. The deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term of this Lease.

If Tenant fails to keep and perform any of its covenants of this Lease, Landlord at its option may appropriate and apply the entire deposit, or so much as may be necessary, to compensate Landlord for loss or damage sustained by Landlord due to Tenant’s breach. If the entire deposit or any portion is appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant, Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the security to the original sum deposited. Tenant’s failure to do so within 5 days after receipt of demand shall constitute a breach of this Lease.

6. **Taxes.** Tenant shall pay or cause to be paid all real property taxes and special assessments levied against the Building including the Premises. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the Premises.

7. **Maintenance and repair.** Tenant shall maintain and repair and keep the Premises in good condition and repair, including the exterior windows and the electrical system. Landlord shall, at tenants expense, make all other repairs and replacements to the Building, including those of a structural or capital nature. Landlord shall, at tenants expense, enter into an annual maintenance contract with a licensed heating and mechanical firm for the maintenance of the heating and air conditioning equipment during the term. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

Tenant shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition. Tenant shall be responsible for all repairs or replacements to the Building occasioned by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

8. **Utilities.** Tenant shall have all utilities servicing the Premises metered in its own name and shall pay all charges and deposits for the utilities provided to or used in the Premises during the term of this Lease. Tenant shall also pay 100% of the water and sewer bill. Landlord shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of Landlord.

9. **Liability insurance.** Tenant shall indemnify Landlord and save Landlord harmless from any liability or claim for damages that may be asserted against Landlord by reason of any accident or casualty occurring on or about the Premises. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of an amount as recommended by Landlord’s insurance agent that, for the initial coverage, shall be not less than $1 million for injury or death to any one person, $3 million for injury or death to more than one person, and $500,000 regarding damage to property. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of any material change in or renewal of the policy. All insurance policies shall name Landlord and any persons designated by Landlord as insured parties.

Any insurance maintained by either party pursuant to this section or under this Lease shall contain a
clause or endorsement under which the insurer waives all rights of subrogation against the other party, its agents or employees, regarding losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be at Tenant’s sole risk.

10. **Use.** Tenant shall use and occupy the Premises for the purpose stated in section 2(g) and for no other purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any State law, local ordinance, rule or regulation adopted or imposed by the City in which the Premises is situated. Tenant shall not deface or injure the Premises or the Building, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants in the Building, or permit any activity in the Premises that will result in an increase of any premium, or cancellation of a policy, for insurance on the Premises or the Building.

11. **Construction of leasehold improvements.** Landlord grants Tenant express consent to construct certain leasehold improvements as may be required for Tenant’s use. The cost of Tenant’s leasehold improvements shall be paid for by Tenant. The improvements shall be constructed in a good and workmanlike manner.

12. **Operations.** Tenant’s operations in conjunction with the Premises shall meet the requirements set forth below.

   a. Tenant shall keep all garbage and refuse in the kind of container specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at Tenant’s cost. Tenant shall pay the cost of removal of any of Tenant’s refuse or rubbish.

   b. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in any pipes and fixtures.

   c. Tenant shall keep the outside areas immediately adjoining the Premises clean and free from dirt and rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in those areas. Tenant shall water and maintain any flowers, shrubs, and trees located immediately adjoining the Premises.

   d. Tenant shall only store and/or stock in the Premises goods, wares, and merchandise that Tenant intends to offer for sale at retail.

   e. Tenant shall conduct its business in the Premises in a dignified manner and in accordance with high standards of store operation.

13. **Restrictions on Tenant’s activities.** Without Landlord’s written consent, Tenant shall not engage in the activities listed below.

   a. Tenant shall not operate all or any part of its business in the Premises in any manner that is inconsistent with its intended use of the Premises.

   b. Tenant shall not conduct any auction, fire, going-out-of-business, or bankruptcy sales in the Premises.

   c. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machines or similar devices for the sale of goods, wares, merchandise, food, beverages, or service,
including, without limitation, pay telephones, pay lockers, scale, and amusement devices without Landlord’s prior written consent.

d. Tenant and Tenant’s employees and agents shall not solicit business in the parking or other common areas of the Building, nor shall Tenant or its employees or agents distribute any handbills or other advertising matter in or on automobiles parked in the parking area or in other common areas without Landlord’s prior written consent.

e. Tenant and its employees and agents shall not park any vehicle on the Building land except in areas that are designated by Landlord for that use.

14. Assignment and subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the prior written consent of Landlord. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease. Landlord’s right to assign this Lease is and shall remain unqualified. On any transfer of Landlord’s interest in the Premises in which the purchaser assumes all obligations under this Lease, Landlord shall be free of all obligations of Landlord under this Lease and shall not be subject to any liability resulting from any act or omission or event occurring after the conveyance. Tenant agrees to recognize the transferee as Landlord, and Tenant further agrees, at Landlord’s request, to execute and deliver such documents and estoppel letters as Landlord may request to assist in that transfer.

15. Estoppel letter. On not less than 10 days’ prior written notice from Landlord, Tenant shall sign and deliver to Landlord an estoppel letter that

a. certifies that this Lease is unmodified and in full force and effect (or, if modified, states the nature of the modification and certifies that this Lease, as so modified, is in full force and effect);

b. acknowledges that there are not, to Tenant’s knowledge, any uncured defaults on the part of Landlord or specifying the default if any are claimed;

c. certifies the date to which all forms of rent have been paid; and

d. certifies the amount, if any, of the security deposit paid to Landlord.

Tenant’s failure to deliver such an estoppel letter within the 10 days shall be conclusive on Tenant that

a. this Lease is in full force and effect, without modification except as may be represented by Landlord;

b. there are no uncured defaults in Landlord’s performance;

c. not more than one month’s rent has been paid in advance; and

d. no security deposit has been paid except as may be represented by Landlord.

16. Acceptance of Premises. The occupancy by Tenant of the Premises shall constitute an acknowledgment by Tenant that the Premises are then in the condition called for by this Lease.

17. Damage or destruction. If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable,
the same shall be repaired as promptly as possible with the insurance proceeds unless this Lease is terminated. In the event of damage or destruction, if this Lease is not terminated, the rent shall be abated proportionately to the loss of use suffered by Tenant.

If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other casualty, and the cost of restoring the Premises to its condition prior to the damage shall equal or exceed 40 percent of its fair replacement value immediately prior to the damage, or if the Premises are damaged by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by giving Tenant written notice of its election to do so within 15 days after the date on which the damage occurs. On the giving of notice, the Lease shall terminate as of the date on which damage occurred and the rent shall be adjusted to that date. In default of notice by Landlord, this Lease shall continue and Landlord shall cause the Premises to be repaired or restored with due diligence.

18. Condemnation. If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, the term of this Lease shall cease on that part to be taken from the day the possession is acquired by the public authority and the rent shall be paid up to that date. If the portion of the Premises taken substantially impairs the usefulness of the Premises for the purpose for which the Premises were leased, Tenant shall have the right either to terminate this Lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this Lease except that the rentals shall be reduced in proportion to the amount of the Premises taken, and in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded for the taking shall belong to and be the property of Landlord.

19. Alterations and signage. No improvements, alterations, additions, or physical changes shall be made on the Premises by Tenant without the prior written consent of Landlord.

Tenant agrees that it will not place or maintain on any exterior door, wall, or window of the Premises any signs, awning or canopy, or advertising matter, or other thing of any kind and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises that is not in conformity with all applicable governmental rules and regulations and the rules and regulations of the Building as set forth by Landlord and further, without first obtaining Landlord’s prior written approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter, or other thing as may be approved in good condition and repair at all times. Tenant further acknowledges that Landlord may, at its option, regulate the lettering size, style, and color of Tenant’s sign so that all signs in the Building are of a like size, color, style of lettering, and like material. Tenant agrees that it will conform its sign to that as regulated by Landlord for the general use in the Building, regardless of how and in what manner Tenant normally designs its name for use in its sign and further regardless of whether or not Tenant uses the form and style of its sign as a trademark.

All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant shall be the property of Landlord and shall remain on and be surrendered with the Premises at the termination of the Lease; provided, however, that Landlord may require that Tenant remove the alterations and improvements and repair any damages to the Premises caused by the removal.

20. Remedies and default. If Tenant shall default in the payment of any sums to Landlord when due and shall not cure such default within 7 days; or if Tenant shall default in the performance of any other covenant or condition of the Lease and shall not cure such other default within 30 days after written notice from Landlord specifying the default; or if Tenant or its agent shall falsify any report to be furnished to Landlord pursuant to the terms of this Lease; or in case Tenant shall be adjudicated a bankrupt or make any assignment for the benefit of creditors; then, in any such event, Landlord may
either (a) accelerate the full balance of the rental payable for the remainder of the term and sue for such sums or Landlord may terminate this Lease or (b) reenter the Premises, without terminating this Lease, and dispossess Tenant or any other occupant of the Premises and remove Tenant's effects and relet the same for the account of Tenant for such rent and on such terms as shall be satisfactory to Landlord, crediting the proceeds, first to the costs and expense of reentry, alterations and additions, and the expense of reletting, and then to the unpaid rent and the other amounts due during the remainder of the term. Tenant shall remain liable to Landlord for any unpaid balance.

In case suit shall be brought for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

21. **Access to Premises.** Landlord shall have the right to enter on the Premises at all reasonable hours to inspect and for access to the Premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises.

22. **Rules and regulations.** Landlord reserves the right to adopt from time to time rules and regulations for the operation of the Building that are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all those rules and regulations. Any such rules shall not dictate the days or time of business operation.

23. **Waiver.** The failure of Landlord to insist on a strict performance of any of the terms, covenants, or conditions of this Lease or rules and regulations of the Building shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions or rules and regulations. This Lease may not be changed, modified, or discharged orally.

24. **Notices.** All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth above or to such other address as either party may furnish in writing during the term of this Lease.

25. **Quiet enjoyment.** Landlord covenants and agrees with Tenant, its successors, and assigns that on Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, have, occupy, possess, and enjoy the Premises for the full term of this Lease.

26. **Subordination to mortgage.** Any mortgage now or hereafter placed on the Premises shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination including, if requested, an estoppel letter as set forth in section 15. If Tenant fails to supply the estoppel letter, the provisions in section 15 to cover that failure shall apply. Notwithstanding the foregoing, Tenant’s possession of the Premises under this Lease shall not be disturbed by any mortgagee, owner, or holder of note secured by a mortgage placed on the Premises, unless Tenant shall breach any of the provisions of this Lease and the lease term of Tenant’s right to possession shall have been lawfully terminated in accordance with the provisions of this Lease.
27. **Building revisions by Landlord.** Landlord reserves the absolute right at any time and from time to time to make changes or revisions in the Building, including such changes to the parking lot, driveways, signs, and sidewalks, by making additions to, subtractions from, or rearrangements of the improvements in the Building, as long as the revisions do not materially affect Tenant's use of the Premises.

28. **Holding over.** If Tenant remains in possession of the Premises after the expiration or termination of the Lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to month-to-month tenancy, except that the rent shall increase to 2 times the rent owing at the end of the lease term. The month-to-month tenancy shall be cancelable by either party on 30 days’ written notice to the other.

29. **Recording.** Tenant shall not record this Lease without the written consent of Landlord; however, on the request of either party the other party shall join in the execution of a memorandum or so-called “short form” of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall describe the parties, the Premises, and the term of this Lease and shall incorporate this Lease by reference.

30. **Captions and headings.** The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

31. **Applicable law.** This Lease shall be construed under the laws of the state of Michigan. Venue for any disputes under this agreement shall lie in Oakland, Michigan. If any provision of this Lease or the application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

32. **Successors.** This Lease and the covenants and conditions shall inure to the benefit of and be binding on Landlord, its successors, and assigns and shall be binding on Tenant and permitted assigns of Tenant.

33. **Effective date.** The parties have caused this agreement to be signed and shall be effective as of the day and year first above written.

*(signature page to follow)*
IN WITNESS WHEREOF, the parties have respectively signed and sealed this Lease as of the day and year first above written.

LANDLORD
Premier Drive Tycoon I, LLC
Signature: 
Name: Daryl Heller
Title: Owner

TENANT
Pure Green, LLC
Signature: Stephen Goldner
Name: Stephen Goldner
Title: CEO
D. Zoning Survey
Residents
School

The Goddard School of Lake Orion

Measure distance
Click on the map to add to your path

Total distance: 1.02 mi (1.65 km)
F. Operations Plan
PURE GREEN, LLC
Business & Operations Plan

PREAMBLE:
Pure Green, LLC ("Applicant") will strictly comply at all times with applicable state law and local ordinance codes, including rules and emergency rules that may, from time to time, be promulgated by the state or Orion Township. All business activities will take place indoors in a locked facility. Applicant has retained a law firm with established expertise in Michigan marihuana law to ensure continuing education and compliance with the laws as they evolve. The statements made in this application are made with a clear and thorough understanding of state and local requirements as they exist on the date of application, but the operations of Applicant will be amended to comply with all future derivations of the state and municipal laws.

I. OVERVIEW
Applicant is a Michigan limited liability company formed to operate twenty four (24) commercial marihuana GROWER (Class C) facilities whose primary mission is to provide a source of high-quality marihuana to processors and provisioning centers across the state of Michigan.

II. ADMINISTRATION
A. Location & Zoning
   i. Buffers
      a. The distances described are measured horizontally between the nearest property lines.
      b. The facility is not within 1,000 feet of any educational institution or school, college or university, church, house of worship or other religious facility, licensed child care, preschool, public library, or public or private park.
   ii. Applicant is leasing the property pursuant to the attached lease and the owner/lessor of the property authorizes the use of the property as a marihuana facility in the lease agreement, which is attached.

B. Organizational Structure
   i. Pure Green, LLC ("Company") is organized as a Michigan limited liability company and is in good standing.
   ii. The members, owners, directors, officers, and managers of the Company are:
       Stephen Goldner, Member-Manager
       4761 Tara Ct,
       West Bloomfield, MI 48323
There are no other named officers or employees of the Company at this time, and Applicant will supplement its application and notify the municipality if and when this changes.

iii. The members, owners, directors, officers, and managers of Applicant meet all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

a. No member, owner, director, officer, manager or any person having an ownership interest in the application has an interest in a secure transport facility license or a safety compliance facility license.

b. The Applicant meets all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

iv. The Applicant has never applied for been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked or not renewed.

C. Permits & Licenses

i. This Business and Operations Plan is submitted as an addendum to the applications for Ten Orion Township permits to operate a business and the Orion Township special use/site plan application.

ii. All operations in this Business and Operations Plan will comply with regulations issued by the Department of Licensing and Regulatory Affairs (LARA).

iii. Applicant intends to apply for, obtain, operate, and comply with a state license to operate a grower facility under the MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MRTMA and all applicable permits and licenses from Orion Township.

v. Upon granting of a permit to operate a grower facility, Applicant will prominently display the original Orion Township permit at the Permitted Premises in a location where it can be easily viewed by the public, law enforcement, and administrative authorities.

vi. At all times the facility will hold a valid local Permit and State Commercial Marihuana Facility License for a Grower.

vii. In addition to complying with the Orion Township Ordinance Authorizing and Permitting Commercial Marihuana Facilities, Applicant will comply with all Township Ordinances, including without limitation, the Township Zoning Ordinance, as well as the requirements of the County Road Commission, County
Building Inspector, County Drain Commissioner, District Health Department, Soil Erosion Officer, County Conservation Service, areas fire departments, Michigan Department of Natural Resources, Michigan Department of Environmental Quality, and any other applicable township, county, state and federal statutes.

viii. Applicant will have available, at all times, documentation that local and State sales tax requirements, including any requirement for a license, are satisfied.

ix. Applicant will provide updated operational and security plans to Orion Township upon request and prior to any proposed changes in its operations.

D. Inspections
   i. Applicant will provide access to the facility for inspection to any federal, state, or local law enforcement officer to ensure compliance with the permit.
   
   ii. Applicant consents to inspections as required in the MMFLA and pursuant to the Orion Township ordinance.

III. OPERATIONS
Applicant proposes ten (10) state-licenses in a single marihuana grower facility for the cultivation, drying, trimming, curing, and packaging of marihuana for sale to a processor or provisioning center pursuant to the requirements and restrictions of the Marihuana Facilities Licensing Act, PA 281 of 2016, and all future derivations thereof. This facility will be located in a secure industrial facility.

A. Compliance with State Regulations
Applicant will meet all operating regulations established by LARA and the Marihuana Licensing Board for Growers, including without limitation, any standards, procedures, and requirements for:

   i. quality control
   ii. chain of custody
   iii. marihuana storage
   iv. waste disposal
   v. labeling and packaging
   vi. storage of chemicals

B. Description of the Facility
Applicant’s facility will be used exclusively for the cultivation, drying, trimming, curing, and packaging of legal usable marihuana for sale to processors or provisioning centers.

C. Entry to Facility
Generally, the public will not be allowed entry to the facility. Notwithstanding the forgoing, Applicant will not allow entry to the facility to anyone under the age of 18.
D. Employees
Applicant anticipates having between fifteen (15) and (65) full and part-time employees, as many as possible of whom will be local community residents. None of Applicant’s employees will be registered primary caregivers during the employment with Applicant. Please reference the staffing plan for a detailed list of potential positions.

E. General Policies
i. Applicant will only sell or transfer marihuana to a processor or provisioning center.

ii. Applicant will only use secure transporters in the distribution or exchange of marihuana or currency with processors or provisioning centers.

iii. Applicant will not promote the unlawful use of marihuana or any other drug or provide or otherwise make marihuana available to any person who is not legally authorized to receive Marihuana under state law.

iv. No owner, the Applicant, or any employee of Applicant will grow marihuana in the Permitted Premises for his or her own use.

v. The following activities are prohibited on the Permitted Premises:

   a. the sale, consumption, or use of alcohol, or controlled substances;
   b. smoking or consumption of marihuana.

F. Cultivation Plan
i. Propagation
   a. Lighting
   b. Watering
   c. Nutrient Application
   d. Integrated Pesticide Management
ii. Harvesting and Trimming
iii. Drying and Curing
iv. Packaging
v. Distribution
   a. All marihuana products will be validated from a verified transport manifest, created from the statewide monitoring system. The manifest includes a detailed form with the number of packages and detailed content for confirmation/validation with secure transporters and purchasers of the shipment (processors or provisioning centers).
   b. Each transport shipment will be processed in the following manner:
      1. Entry of shipped inventory into the statewide monitoring system.
      2. Confirmation with Secure Transporter of valid and verified transport manifest, including product count, weight of each package or item
c. State certified scales will be used to verify and weigh all marihuana, in whatever form.

G. Inventory Management
i. Applicant will not control or have on the Permitted Property an amount of marihuana plants or usable marihuana that exceeds any amount permitted by the state License or the Township permit.

ii. Tracking and Monitoring
Applicant will use a third-party inventory control and tracking system to interface with the statewide monitoring system. The third-party inventory control and tracking system will have the capabilities necessary to comply with the requirements applicable to a grower licensee:

   a. Track all marihuana plants and packages;
   b. Track lot and batch information throughout the entire chain of custody;
   c. Track transportation of product;
   d. Track marihuana waste;
   e. Track all marihuana product transfers;
   f. Track sales and returns;
   g. Track marihuana plant, batch, and product destruction;
   h. Perform batch recall tracking;
   i. Report and track loss, theft, or diversion of marihuana products;
   j. Receive testing results electronically from a safety compliance facility;
   k. Provide access to state agencies and law enforcement as required;
   l. Report all inventory discrepancies.

iii. Applicant will enter all transactions, current inventory, and other information into the statewide monitoring system as required by the MMFLA, the Marihuana Tracking Act, and any associated regulations.

iv. Inventory reconciliation - At the end of each day, physical inventory counts will be reconciled with the third-party inventory control and tracking system.

v. Returns

H. Quality Control
i. Sampling (by Licensed Safety Compliance Facility)

ii. Batch Testing (by Licensed Safety Compliance Facility)

iii. Transport to Safety Compliance Facility (by Secured Transporter)

I. Signage and Advertising
i. Applicant has no proposed signage at this time, but will amend this plan accordingly and provide the township with its sign permit application if and when it does wish to propose signage.

ii. Applicant will not display pictures, photographs, drawings or other depictions ofMarihuana or Marihuana Paraphernalia on the outside of the Permitted Premises, nor will such pictures, photographs, drawings, or other depictions of Marihuana or Marihuana Paraphernalia be visible outside of the Permitted Premises on the Permitted Property.

iii. The words "Marihuana," or "cannabis," and any other words, used or intended to convey the presence or availability ofMarihuana will not appear on the outside of the Permitted Premises, nor will "Marihuana," or "cannabis," and any other words, used or intended to convey the presence or availability ofMarihuana be visible outside of the Permitted Premises on the Permitted Property.

J. Visibility of activities
i. All activities of the facility, including without limitation, the cultivation, harvesting, trimming, drying, curing and packaging of Marihuana, and all other related activity permitted under Applicant’s License or Permit will occur indoors.

ii. No marihuana or paraphernalia shall be displayed or kept in the facility so as to be visible from outside the Permitted Premises.

K. Security
i. Plan
Applicant will maintain, at all times, a centrally-monitored security and alarm system on the premises that meets or exceeds state regulatory requirement.
Applicant will maintain policies and procedures to include:

a. Regular drills of the security protocols and emergency plans;
b. Controlled and restricted access to the Permitted Property and Permitted Premises to employees, agents, and owners of Applicant, and law enforcement or state or local authorities as necessary to ensure Applicant’s compliance with state and local laws.
c. Internal and external cameras with 24-hour monitoring and off-site recording;
d. Installed panic buttons
e. Limitations on the amount of currency and marihuana stored onsite;
f. Cooperation and coordination with local law enforcement;
g. Permitted premises will only be able to be accessed through a combination of security locks and access codes; and
h. The ability to remain operational during a power outage with battery back-up.

ii. Security Surveillance Cameras
Security surveillance cameras will be installed to monitor all entrances, along with the interior and exterior of the premises, which will capture all areas of the property unless otherwise prohibited by law, including unobstructed video surveillance of all enclosed areas, unless prohibited by law, including all points of entry and exit that shall be appropriate for the normal lighting conditions of the area under surveillance.

iii. Security Recordings and Documentation
   a. All security recordings and documentation will be preserved for at least 30 days and made available upon request by any law enforcement.

iv. Robbery and Burglary Alarm System
Applicant will employ an alarm system that meets state requirements and obtains state approval. Specifically,
   a. Applicant will employ a centrally alarmed and monitored security system that will be monitored 24 hours a day, 7 days a week for the Permitted Premises pursuant to the attached service agreement.
   b. There will be a perimeter alarm on all entry points and perimeter windows of the Permitted Premises
   c. A failure notification system will provide an audible, text, or visual notification of any failure in the surveillance system. A panic button and alarm will directly notify the local law enforcement agency having primary jurisdiction.

v. Storage of Marihuana and Currency
   a. Applicant will store usable marihuana that is not otherwise in the process of being dried, trimmed, cured, packaged, or distributed including packaged and un-packaged usable marihuana, and currency in a secured locked safe that is permanently affixed to the premises.

L. Ventilation Plan/Air Filtration System
   i. Applicant’s facility operation and design will provide sufficient measures and means to minimize any impact to adjacent uses, including the control of odor by maintaining and operating an air filtration system so that no odor is detectable outside the Permitted Premises.

   ii. Applicant’s equipment and methods to control odor include a comprehensive air filtration system, consisting of
      a. Activated Carbon Filters.
      b. Heavy Duty Ventilation Fans.

   iv. Details and specifications of the equipment used for Applicant’s ventilation and air filtration plan are attached.
v. The total enclosed space in which harvested marihuana will be stored amounts to approximately 300 sq. feet. Applicant will use an advanced filtration system rated appropriately for the area.

vi. The air filtration system will be maintained in working order at all times and will be in use at all times. Filters will be changed a minimum of once every 365 days.

vii. In addition to the use of an air filtration system, Applicant will mitigate odors by keeping doors and windows closed at all times, except the minimum amount of time needed to allow ingress and egress to the building.

**M. Toxic/Flammable/Hazardous Materials**

i. Applicant’s use of toxic, flammable, or other harmful, hazardous, or combustible materials will be limited to plant nutrients and pesticides and cleaning products. The facility may use the following nutrients and pesticides:

   a. CocoTech Bloom A
   b. CocoTech Grow A
   c. CocoTech Premier Nutrient
   d. FloraBloom Nutrient System
   e. FloraGrow Nutrient System
   f. Golden Tree Plant Food.
   g. Nutra Green 5-10-5 plus Micronutrients Foliar Spray
   h. Diatomaceous Earth
   i. Neem Oil
   j. PyGanic Pro Pyrmmethrin 5% MGK Miticide

ii. The facility may use the following commercial cleaning products, along with the following household products: materials regulated by government agencies:

   a. Ultra Dawn Lemon Dish Soap
   b. Nature’s Source Toilet Bowl Cleaner
   c. Fantastik Antibacterial Heavy Duty All Purpose Cleaner
   d. Windex Original Glass Cleaner
   e. Novo Foaming Instant Hand Sanitizer
   f. QuickSan Food Contact and Surface Sanitizer

iii. The materials will be stored in secured and ventilated cabinets. All combustible or reactive materials will be stored separately.

iv. Materials will be handled, stored, and disposed according to specifications in each Material Safety Data Sheet.

v. Material Safety Data Sheets are attached. *(Exhibit “4”).*
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMPLA and applicable local ordinance guidelines to prevent the waste marihuana from being possessed or ingested by any person and animal.

i. Applicant’s current, preliminary waste disposal plan consists of shredding and grinding damaged and unusable plants, roots, seeds, stalks and harvested marihuana and mixing it with one of several lawful over-the-counter products, such as sawdust or cat litter to render it unusable, unrecognizable, and unpalatable, and then discarding in secured bags as part of its solid waste disposal.

ii. The State of Michigan’s Marihuana Licensing Board may require or suggest as a part of its regulations, expected sometime in November, one or more alternative waste disposal options including, but not limited to, waste disposal through the secured transporter system, waste mitigation through THC extraction methods (rendering the marihuana waste product inert) or some other method. Applicant warrants that it will comply with all state and local requirements as to waste disposal, but further commits to its current preliminary plan to render all marihuana waste unrecognizable, unusable and inaccessible regardless of state or local requirements.

IV. COMMUNITY RESPONSIBILITY AND CONCLUSION
Although marihuana has been used as a medicine across the globe for hundreds of years, its commercial production and sale is new to us, this state, and your community. We appreciate the opportunity to show Orion Township that Marihuana can be safe and accessible to a community while providing jobs and local economic growth. We look forward to being productive and responsible community partners, and will work with the Township toward that goal.
G. Township Permits & Compliance
### Charter Township of Orion

**2525 Joslyn Rd**  
**Lake Orion, MI 48360**  
**PH 248.391.0004**  
**Ext 6000**

**BUILDING DEPARTMENT**

**SCHEDULE INSPECTIONS**  
AND VIEW RESULTS

**ONLINE**

http://AccessMyGov.com

---

**Type of Construction:**  
**Occupancy Group:**  
**Edition of Code:** 2015 MMC

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<td>PREMIER DRIVE LLC&lt;br&gt;919 N MARKET ST STE 950&lt;br&gt;WILMINGTON DE 19801-3036</td>
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**Zoning:** IV

**Work Description:** Building B  
Heat <250,000 (5), Heat >251 (26), Ducts (3), A/C (3), each additional ton (286), unit heater (25) and registration

**Stipulations:**

**Estimated Cost:** $0.00

---

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**Fee Total:** 6,875.00

---

**Inspector:**  
BRIAN CLAYCOMB  
(248) 830 9005  
mechinspector@oriontownship.org

---

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

**PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.**

---

**POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET**

**NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT**
## Charter Township of Orion

2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

**BUILDING DEPARTMENT**

**SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE**

http://AccessMyGov.com

### PB20-047

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<td>BRIVAR CONSTRUCTION COMPANY</td>
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<td>7258 KENSINGTON ROAD</td>
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<td>PREMIER DRIVE LLC</td>
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<tr>
<td>919 N MARKET ST STE 950</td>
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<tr>
<td>WILMINGTON DE 19801-3036</td>
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**Work Description:** Interior build out of existing "Building B" shell for operation as a grow and cultivation facility

**Stipulations:**

**Estimated Cost:** $6000000.00

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**Fee Total:** $0.00

---

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

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PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

**POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET**

**NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT**
Charter Township of Orion

2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

BUILDING DEPARTMENT

SCHEDULE INSPECTIONS
AND VIEW RESULTS
ONLINE
http://AccessMyGov.com

Electrical

PE20-109

Issued: 05/22/2020
Expires: 11/18/2020

Type of Construction:_________________ Occupancy Group:_________ Edition of Code: 2018 NEC

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<td>Joshua Holdsworth 1185 N Perry Pontiac MI 48340</td>
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Work Description: Wiring grow facility

Stipulations:

Estimated Cost: $0.00

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Inspector:

BILL HYDER
(248) 866 3373
elecinspector@oriontownship.org

Fee Total: 0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

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PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion
2525 Joslyn Rd Lake Orion, MI 48360 PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTION
Please call the Fire Department
248-978-5143

Type of Construction:__________________ Occupancy Group:__________________ Edition of Code:__________________

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<td>180 PREMIER DR</td>
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<td>Plat/Sub:</td>
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Work Description: Building B
Fire Suppression -
Please contact Jeff Williams to schedule your inspection.

Stipulations:
Estimated Cost: $0.00

Inspector:
Jeffrey Williams
jwilliams@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

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NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
**Charter Township of Orion**

2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

**BUILDING DEPARTMENT**

<table>
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**SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE**

http://AccessMyGov.com

**Type of Construction:**

**Occupancy Group:**

**Edition of Code:** 2015 MPC

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| Zoning: IV |

**Work Description:** Underground plumbing for grow rooms and sanitary lines for new bathroom group, hot and cold city water.

**Stipulations:**

**Estimated Cost:** $0.00

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<th>Work Type</th>
<th>Fee Basis</th>
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<tbody>
<tr>
<td>TOM KATICH</td>
</tr>
<tr>
<td>(248) 343 2012</td>
</tr>
<tr>
<td><a href="mailto:plmbinpector@oriontownship.org">plmbinpector@oriontownship.org</a></td>
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</tbody>
</table>

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certified that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.
H. Litter & Waste Removal Plan
Litter & Waste Removal Plan

All biological waste product will be rendered unrecognizable by grinding it in an industrial grinder and combining it with other non-consumable solid waste, including the media in which we cultivate plants, Rockwool. The inclusion of inert material renders the combined solid waste unusable. All waste will be stored in a locked dumpster that is emptied at minimum once per week.

The company intends to employ particulate filtration in areas where waste is stored and processed, which minimizes potential exposure and impact to the outside environment. The facility, which is designed around large water chillers, is designed to circulate air rather than ventilating it. This process helps to avoid excess exposure of odors to the surrounding community.
I. Noise, Dust, Vibrations, Glare & Fumes Plan
Noise, Dust, Vibrations, Glare, Fumes or Odors Plan

Excessive Noise, Dust, Vibrations, Glare and Marijuana odors emanating from our facilities are a valid concern for the community and our neighbors. This plan details the measures deployed to ensure that minimal noise, dust, vibration, glare, fume or offensive odor is emitted from the facility, the response if it occurs, and that the measures remain effective over time.

This plan is our commitment to the Orion Township that we will be in compliance with regulations of the city and the administrative rules and that we will not operate in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property.

We will not vent noxious dust, odors, gases or fumes to surrounding areas.

We will mitigate dust and noxious odors by engaging in the following activities:

1. Adequate design measures to seal the building;
2. Utilizing a heating, ventilation, and cooling (HVAC) System designed to move an appropriate amount of air (cfm) throughout the facility to disperse odors;
3. Using industry leading MERV-13 HEPA filters in addition to FILTR, Blue Zone & Puradigm units in each room throughout the facility.

I. DESIGN MEASURES TO SEAL THE BUILDING

We intend to renovate our building in a manner that focuses on effectively sealing all interior rooms and exterior access points. Each room is enclosed in 12”, interlocking insulated panels which are designed to form an airtight seal. For additional protection, butyl caulk is applied at each joint to accommodate any flaws in the panels.

Caulk is also applied to seal any openings into the panels, including plug outlets, doorways, sprinklers, and anything else that could allow air flow. Our doors are fiberglass, weather stripped and employ a drop seal to press additional weather stripping against the floor when closed to maximize the seal all the way around.

II. MERV-13 HEPA FILTRATION SYSTEM

The purification of air throughout our facility is a top priority for both the health of the plants and the environment we subject our employees and the local community to. In an effort to target and reduce contamination, mold, bacteria, odor, dust, and fumes, we employ a variety of filtration systems in all rooms where marihuana plants are grown.

Each room will utilize clean room grade HEPA filtration units filtering down to 0.01 um and providing up to 5 complete air changes per hour. These units also utilize a carbon filter which focuses directly on the removal of smells and volatile organic compounds.

In addition to the HEPA filters, each room will have Puradigm units to help reduce airborne and surface contaminates, and Agrify Bluezone UV filtration units, known to destroy 99.9%+ of both bacteria and mold. Both of these systems aid in odor elimination and containment.
As filters age, they become clogged with impurities, and ultimately less effective. As such, we will develop a maintenance schedule to inspect the filtration units regularly and to replace them per the manufacturer’s recommendation or at an expedited pace based on their usage in these environments.

III. VIBRATION MITIGATION
Exterior mounted cooling equipment is mounted on isolation pads to dramatically reduce vibrations that would otherwise be created by such large equipment.

IV. EVALUATING THE EFFECTIVENESS OF NOISE, DUST, VIBRATIONS, ODOR & FUME CONTROL MEASURES

Key site leadership roles will be trained to assess the production and escape of odors, dust, fumes and glare from the facility. We also anticipate a strong and friendly relationship with the local communities and will welcome feedback about any exhaust from the building. Should these assessments or the community ever determine that our levels are beyond acceptable, we will re-evaluate this plan and engage professionals to further refine our practices and properly mitigate the problem.
J. Spent Water & Soil Safety Plan
Spent Water & Soil Safety Plan

Wastewater Treatment Plan:
Wastewater generated during the cultivation of marihuana of marihuana products shall be disposed of in compliance with all applicable state and local laws and regulations. Despite the amount of water used in the cultivation process, there is very little water waste. The majority of water is used by the plants or evaporated out of the collection dishes upon which the plants sit. Any water that is used to rinse the plants or clean the facility or for any other purpose shall be rendered clean through both reverse osmosis and UV light after standard filtration methods, and either reused by the facility or discharged through a monitoring man hole where it can be monitored to comply with all local ordinances.

The Cultivation Facility will include an Ecowater RO purification system. Ecowater Purification Systems are the leading water filtration manufacturer in the industry, helping cultivators diagnose and solve every water problem imaginable. Ecowater designs systems to treat any water source including city water, well water, nutrient runoff water, wastewater, and condensate runoff.

Soil Safety Plan
The cultivation facility will not use soil — instead, all media for the purposes of growing plants will be rockwool, a lightweight hydroponic substrate made from spinning molten basaltic rock into fine fibers which are then formed in a range of cubes. This product will be disposed of through the grinder and mixed with biological waste in a locked dumpster.
K. Security Plan
SECURITY PLAN

Pure Green is committed to being a leader in Michigan's cannabis industry and a trusted resource for the communities, consumers and clients we service. Essential to fulfilling this commitment is our ability to effectively protect our product from criminal repurposing throughout the facilities.

This Security, Surveillance and Diversion Prevention Plan details the physical and electronic security measures we employ to deter, detect, and inhibit the theft, diversion, and loss of Marijuana, and to prevent unauthorized conduct with respect to the storage and dispensing of Marijuana.

We have extensively researched and designed our Grow Facility to maximize security. The facility shall be built with enhanced security and stringent safety features to eliminate any potential for diversion. Our facility will be equipped with numerous motion sensors and exterior intrusion sensors that will be linked to local law enforcement. To prevent unauthorized entry and stop diversion, theft, or loss of marijuana, every square inch of the facility shall be continually monitored by high definition security cameras and commercial-grade equipment. Security systems will be positioned so they closely monitor activities at strategic risk points and watch for any strange behavior or movement. Marijuana shall not be visible to any person from the exterior of the Grow Facility.

We will create a culture of responsibility, accountability, and strict security surrounding all aspects of the facility. The stringent operating procedures outlined below demonstrate a commitment to employee and public safety above all other operating values. From receipt to sale, we are committed to preventing diversion by implementing a comprehensive security strategy. Employees will be extensively trained to understand that security is a primary obligation for everyone at our facility.

We will have comprehensive security policies and procedures for the Grow Facility, which address measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the facility. Employees will receive on-going training regarding our security protocol and the Site Manager shall ensure all employees follow policies and procedures regarding the security of the facility. The Site Manager shall implement and maintain employee training policies and procedures for security training. All employees shall aid in the security of the Grow Facility through prevention, awareness, reporting, and responsible incident management. All employees shall be required to immediately report security breaches and incidents of non-compliance to their supervisor, and in case of sudden emergency, immediately to law enforcement by either striking a panic button or calling law enforcement directly.

We will make our facility available and open to inspection, at all times, for law enforcement, representatives of the Department and law enforcement, when necessary to perform their duties.

PHYSICAL SECURITY

The facility shall be designed to maximize security and stop the potential for diversion. Access to the secure facility shall include safety and security mechanisms that prevent unauthorized entry. All doors will be burglary-resistant material, with commercial-grade, non-residential locks. Additionally, exterior doors, as well as limited access area entries, will be automatic locking and equipped with electric strike and keycard access hardware. All doors are setup to fail secure, which means in the event of a power failure, the doors will remain locked and only be accessible via a master key.
The Grow Facility’s main entrance vestibule shall include a mantrap to control passage from the public access area to the limited access area. We will strive to install Underwriter’s Lab (UL) approved locks and lock cylinders, which are rated as burglary resistant. We will also install local alarms on all fire exits and other perimeter doors not authorized for employee or visitor use. Our alarm system will be monitored after business hours with live monitoring through a licensed security monitoring company. If there are ever any after-hours issues, the live monitoring system will be linked directly to law enforcement and the Site Director, among other key personnel.

We shall ensure that trees, bushes, and other foliage outside of the premises do not allow people to conceal themselves from sight. The surveillance system’s cameras shall be capable of certain identification of persons (including facial features), license plates, vehicles, the immediate surrounding areas, and any activities occurring within any area of the premises, and the parking area, and within twenty feet (20') of all entry and exit points of the premises. Cameras will cover every square inch of the facility.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.

**LIGHTING**

Exterior lights at all points of entry and exit shall remain constantly illuminated to allow for recording. Lighting on the outside perimeter shall allow cameras the ability to record any suspicious activity. Timed-delay switches shall be used to turn off non-essential interior lights, which shall not remain lit after employees have left the facility. Motion detecting lights shall be installed in areas that are entered and exited infrequently. The exterior of the facility shall be lit by commercial LED light fixtures sufficient to facilitate twenty-four-hour surveillance. Exterior lights in the parking area will remain on from dusk until dawn.

**SECURITY EQUIPMENT**

Our security equipment shall be designed, installed, and maintained to deter and prevent unauthorized entrance and theft of marijuana products at the facility. Security equipment shall be installed by a commercial, licensed service provider. All equipment shall be compliant with Department rules and all state and local laws, regulations, ordinances, and other requirements.

**ENTRY AND EXIT ELECTRONIC EQUIPMENT AND PLACEMENT**

Our entry and exit electronic access equipment will consist of the following:

- Electric strike locks on all doors in the Grow Facility with the ability to override access control for emergency exit even during a power outage.
- RFID proximity card access control devices for all interior doors and all exterior entrances and exits into the Grow Facility.
- Access control system that allows for programming or uploading individual user permissions and allowed entry times, as well as operations-specific information including employee photos.
- A backup power supply system that immediately provides power for at least twenty-four (24) hours in the event of a power outage.
- Main system operating equipment will be kept in the security room, a limited access area.
• Access control system that monitors and records:
  o Identification of employees or visitors entering and exiting.
  o Date and time of entry and exit.
  o Length of time in specific area.
  o Any unauthorized attempts for access.

ALARM SYSTEM

We shall have a professionally monitored security alarm system installed at our facility. Monitoring of the alarm system shall be twenty-four (24) hours a day, seven (7) days a week. We shall notify the Department of any intent to change our security alarm service provider. Upon request, we will make available to the Department all information related to the alarm system, monitoring, and alarm activity. The alarm system shall consist of the following:

• Appropriate equipment necessary to monitor activity inside and outside the Grow Facility, including:
  o All entrances and exits.
  o Roof hatches.
  o Rooms with exterior windows.
  o Rooms wih exterior walls.
  o Rooms containing marijuana.
  o Rooms containing safes or vaults.

• A backup power supply system that immediately provides power in the event of a power outage.

• Main system operating equipment is kept in the Main Office Surveillance/IT Room, a limited access area.

• All telephone junction boxes or rooms where alarm telephone circuits terminate are locked, tamper-protected, and all labels or tags identifying these alarm circuits have been removed.

ALARM SYSTEM COMMUNICATION

The alarm system shall include an electronic or mechanical system that, upon activation, is programmed to send a prerecorded voice message, via telephone, radio frequency, or other communication system, to appropriate law enforcement authorities or other emergency services. In addition, the alarm system shall be equipped with a failure notification system that notifies the alarm monitoring service provider of the system failure via audio, text, visual, or audiovisual message, within a maximum of five (5) minutes of such failure.

ALARM SYSTEM TESTING

We shall bi-annually conduct an onsite inspection and test of the entire alarm system to determine needed repairs and adjustments.

ALARM SYSTEM RECORDS

We shall keep and maintain alarm system records and will make available to the Department all
information related to the alarm system, monitoring, and alarm activity. These records shall include the following:

- The name of the alarm installation and monitoring service provider.
- Copies of service contracts.
- A map of the Grow Facility showing the location and operation of each alarm system component including alarm telephone circuits.
- A list of authorized users.
- Manufacturers’ instructions for operating and maintaining the equipment.
- Testing and maintenance logs.
- Reports of any incidents triggering an alarm.
- Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

SURVEILLANCE SYSTEM

We shall have a fully operational electronic surveillance system installed at our facility. We shall notify the Department of the intent to make any changes to the surveillance system. Upon request, we will make available to the Department all information related to the electronic surveillance system installed at our facility. The surveillance system shall consist of the following:

- Appropriate equipment necessary to video record activity inside and outside the Grow Facility, including:
  - All entrances and exits into and out of the Grow Facility.
  - Roof hatches or skylights.
  - Rooms with exterior windows.
  - Rooms with exterior walls.
  - Rooms containing safes or vaults.
  - All entrances and exits of security rooms and limited access areas.
- Appropriate equipment to record keycard entry and exit activity of all our employees and visitors.
- A backup power supply system that immediately provides power in the event of a power outage.
- A dedicated safe or vault to store all entry/exit records and video recordings in the Office Surveillance/IT Room, in a limited access area.
- Main system operating equipment is kept in the main office Surveillance/IT Room.

VIDEO SURVEILLANCE EQUIPMENT

Our video surveillance equipment will consist of the following:

- Network video recorders with a record rate of a minimum of thirty (30) frames per second.
- Cameras with a minimum resolution of 1920 x 1080 pixels.
• Cameras with infrared capabilities to capture images in low or no lighting conditions.
• Cameras with capabilities to identify activity occurring within twenty feet (20’) from all points of entry and exits into and out of the exterior of the Grow Facility.
• Video monitors.
• Digital archiving device.
• Capabilities to produce a color still photograph from any camera image, live, or recorded.
• Capabilities to accurately display the time and date on recorded images or video
• Color printer that can immediately produce a clear, color still photo, either live or recorded, with a resolution of 9600 dpi and the image quality is relative to the camera being used to capture the image.

CAMERA COVERAGE PLACEMENT

We will install at least One Hundred (100) security cameras. The security cameras will be permanently mounted and in a fixed location. Each camera at the Grow Facility shall be placed in a location that allows the camera to clearly record activity occurring within twenty feet (20’) of all points of entry and exit on the Grow Facility. The cameras will cover every square inch of the facility. The cameras shall allow for the clear and certain identification of any person, including facial features, and activities, including sales or transfers, in all areas of the Grow Facility. The security cameras shall monitor and record all areas of the Grow Facility including:

• All areas where marijuana or products are present, including activities related to:
  o Weighing, packaging, and labeling.
  o Storing, preparing for sale, loading/unloading, or moved within the Grow Facility.
  o Waste Disposal
• Limited-access areas and security rooms, including transfers between rooms and areas.
• Areas storing a surveillance system storage device with at least one (1) camera recording the access points to the secured surveillance recording area.
• All entrances and exits into and out of the exterior of the Grow Facility, recording both indoor and outdoor vantage points.
• Outdoor trash receptacles.
• Roof hatches or skylights.
• Rooms with exterior windows.
• Rooms containing safes or vaults.
• All areas where cash is counted, transferred, or stored.
• All areas where records are stored.

Cameras shall not be installed in bathrooms or any other area where a legitimate expectation of privacy exists. Camera placement shall ensure:

• Visibility of activities is not obstructed by lighting equipment covers, fixtures, or other equipment.
• A clear and certain identification of all individuals and activity at the Grow Facility.
• Identification of activity occurring within twenty feet (20’) from all points of entry and exit into and out of the exterior of the Grow Facility.

SURVEILLANCE FAILURE NOTIFICATION

The surveillance system shall include a failure notification system that alerts the Site Director and other key site personnel of any interruption in surveillance and/or the complete failure of the monitoring system. The notification shall be within a maximum of five (5) minutes of such failure via audio, text, visual, or audiovisual message. Additionally, an alarm shall signal the Security Officer on duty whenever an unauthorized entry is attempted.

SURVEILLANCE TESTING

We shall ensure that the surveillance system is properly maintained for playback quality so that images can be seen and the identity of all individuals and activity in surveillance areas are captured. We will schedule and oversee all required maintenance of security equipment in accordance with manufacturer recommendations. Any equipment failure identified shall be corrected as soon as possible. All security equipment shall be in good working order and shall be inspected and tested at regular intervals.

INFORMATION TECHNOLOGY SECURITY

We shall ensure the security of our hardware, software, data, and communications networks, including the following information technology (IT) maintenance:

• Software registration.
• Security patches.
• Malicious software prevention.
• Account management.
• Security status and network access monitoring.
• Disposal and redeployment.
• Employee IT security training.
• Vulnerability assessments.

Access to protected information shall be restricted to essential employees only. Access may be granted to authorized representatives of the Department and other government officials if necessary to perform their official duties. Examples of protected information include:

• Security and cash management procedures.
• Asset and inventory lists.
• Network data.
• Floor plans of critical areas.
• Password and code records.
• Customer records.
• Employee records.

PRODUCT SAFETY AND SECURITY

We shall develop and implement procedures that ensure product safety and security and are compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures shall include measures that:

• Minimize the risk of diversion or theft of marijuana.
• Minimize the risk of contamination from incoming materials.
• Ensure proper storage conditions that maintain the quality and purity of our marijuana products.

MATERIAL RECEIVING

All deliveries shall be verified at the front entrance to the facility before allowed access to the loading areas. All materials received will be documented. No material may be received unless its shipping documentation matches the corresponding purchase order or separate approval is given by the Site Manager. Employees shall notify the Site Manager of any shipment discrepancy immediately and shipment may not be accepted without the Site Manager’s approval.

PRODUCT STORAGE SECURITY

Storage areas shall be designed to provide adequate lighting, ventilation, temperature, humidity, space, and equipment. All storage areas shall be maintained in a clean and orderly condition, free from infestation of pests, and in accordance with our security measures and Security Plan. The Grow Facility Manager shall ensure secure containers containing marijuana products remain dry, well ventilated, have temperature-control features to avoid extreme temperature fluctuations and appropriate odor-control features. These proper storage environments ensure product storage does not lead to product contamination or loss of quality.

The storage areas containing marijuana products shall be designed for security and ease of maintenance. We shall establish product storage and security policies and procedures compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Under no circumstances may any product be transferred without following our policies and procedures and all the rules set forth by the
Department and all applicable state and local laws, regulations, ordinances, and other requirements. Storage policies and procedures shall include:

- All equipment and any areas used for the processing or storage of marijuana shall be securely locked unless in use.
- All areas used for the storage of marijuana shall be on a time lock and only accessible during regular business hours.
- Inventory shall be reviewed and documented at the beginning and close of each day.
- All areas where marijuana product is stored will be monitored by the surveillance system.

DIVERSION PREVENTION

Investigation of possible diversion and developing policies to prevent it will be conducted by a team of our senior officials, including our CEO, COO, and Director of Compliance. Collectively, they will be known as the Diversion Prevention Team or DPT. The team will have multiple responsibilities including:

- Investigating allegations of diversion
- Developing policies and procedures to prevent diversion
- Managing performance improvement measures
- Providing overall direction for the program.
- Reporting confirmed cases of diversion to law enforcement

The DPT will also integrate information from external sources and environmental factors to improve safety and security at facilities. External sources and environmental factors may include news reports, trade and patient associations, law enforcement bulletins, et cetera. Standard operating procedures shall be updated to incorporate new sources of information and prevent diversion.

WORKING WITH LAW ENFORCEMENT

We deeply value and respect the work of local law enforcement. Police officers are on the front lines protecting our safety. Therefore, our Company, through the DPT, will form a partnership with law enforcement. This partnership will be rooted in a shared responsibility for the safety of the community. Upon request, law enforcement will have access to employee records and Grow Facility operations. Company will also engage with first responders like EMS and fire to establish emergency response protocols. This will create a close working relationship and enhance our ability to provide a secure and positive experience for our employees and the community.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.
EMPLOYEE TRAINING

We know that having a trained and educated workforce is paramount to having an effective diversion strategy. Therefore, a considerable amount of time, resources, and energy will be devoted to ongoing diversion prevention training. The training curriculum will be conducted by the DPT. At a minimum, the training curriculum shall include:

- Compliance regulations for grow facilities.
- State laws and agency rules regulating the use of marijuana.
- Strategies for preventing diversion.
- Criminal and civil consequences for diverting product.
- Security and safety standard operating procedures.
- Chain of command for reporting diversion.
- Incident management.
- Daily operating procedures.

Diversion prevention trainings are mandatory for every new employee. Additionally, each employee shall be required to participate in quarterly continuing education trainings on diversion. Training materials will be outcome driven. Employees will be given real world examples of diversion and taught the appropriate response. Teaching the material through the learning principles of problem solving, discussion, and feedback will empower and increase understanding and retention of the training. This process of integrating knowledge will develop a culture of shared values, perspectives, and become the way of daily conduct and purpose at the Grow Facility.

Employees will have access to diversion prevention training materials at all times. There will be no excuse and zero tolerance for not knowing the proper policies and procedures. Well-maintained employee training records displaying documented training dates and subject matter will preserve and increase compliance, continuity and understanding of all guidelines, security procedures, safety, and incident response. Employee training records will become a written testament of the detailed information and accountability of security education.

INVESTIGATION OF DIVERSION

Due to intense and robust security operations, we do not anticipate diversion at our facility. However, it is important to be prepared for any scenario. We have developed an enhanced investigation procedure for any allegations or reports of potential diversion. Any allegation or report will be fully and immediately investigated by the DPT with established processes and timeframes.

Security policies developed by our Company outline that the first step of investigation is to preserve all possible evidence. Evidence needs to be persevered for the investigation and may be used in future disciplinary matters. The second step of investigation shall be to review all camera footage and other relevant information technology. Each marijuana product is tracked from seed to sale. Therefore, if diversion occurred, it will likely appear in an audit of the tracking software. The third step of investigation will be to interview the employee who engaged or
allegedly engaged in diversion. This step can only be executed if enough evidence is gathered to narrow down the suspect. The goal of the interview is to get the subject to confess how they diverted product to prevent future incidents from occurring. The fourth step of investigation will be to report the confirmed incident of diversion and suspect to law enforcement and the Department. The Site Manager shall be the point of contact for all law enforcement inquiries and will turn over all relevant evidence to law enforcement and the Department. The final step of investigation is to develop policies and procedures to prevent the incident from happening again. Once new policies have been developed by the DPT, an all staff training shall be given. The training will be a top down review of all security policies including any updated procedures.

INCIDENT RESPONSE

We shall establish incident response procedures addressing any incident that may occur, including natural disaster, unauthorized access, theft, or IT security breach. Procedures shall be in accordance with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures for general emergency and incident management, containment, and corrective measures shall be thoroughly detailed. The Director of Compliance shall ensure the appropriate response procedures are followed. All employees shall receive incident response training annually. The Site Manager shall determine the category and severity of the incident and determine the next best course of action. All discussions, decisions, and activities shall be documented.

We shall immediately notify appropriate law enforcement authorities and the Department immediately after the discovery of a reportable incident as defined by state and local laws, regulations, ordinances, and other requirements. Examples of an incident may include, but are not limited to:

- Theft or physical loss of marijuana or confidential records.
- Breach of our network servers.
- Robbery or unauthorized entry in the Grow Facility.
- Threats of violence to the Grow Facility, employees, or visitors.
- Bomb threats.
- Any criminal activity.
- Civil disturbances.
- Hazardous spills.
- Infectious disease epidemic.
- Serious accidents.
- Fires.
- Earthquakes.
- Floods.
- Windstorms or tornadoes.
INCIDENT REPORTING

Anyone with knowledge or a reasonable suspicion of an incident is instructed to make an immediate report to the Grow Facility Manager or the Site Manager. The person reporting the incident shall complete the Incident Log.

- Date and time of occurrence or suspected occurrence.
- Names and contact information of parties involved and any witnesses.
- Description of incident.
- Completed Suspect Description Forms, if applicable.
- Any evidence supportive of the event (unless law enforcement is required on scene or en route).

We shall notify appropriate law enforcement authorities and the Department immediately after discovering the following:

- Discrepancies identified during inventory; diversion, theft, or loss of marijuana; or any criminal action involving an employee.
- Theft, robbery, or burglary; sale to minors; diversion of marijuana or marijuana products; or any other crime related to marijuana.
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person.
- Unauthorized destruction of marijuana.
- Any loss or unauthorized alteration of records.
- An alarm activation or other event that requires a response by public safety personnel.
- Integrity of the inventory management system compromised.
- An IT security breach.
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours.
- Any other breach of security defined by the rules set forth by the Department.

UNAUTHORIZED ENTRY/ROBBERY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, or product due to unauthorized entry, employees shall be trained to perform the following:
• Notify law enforcement utilizing a panic alarm, only if it can be safely done without being obvious to the robber.

• Do not resist the robber or use or encourage the use of weapons or force against the robber.

• Try to inform the robber of any potential surprises (e.g., an employee is due back from lunch or the building alarm is set to be tested).

• Try to keep employees and visitors, if applicable, calm during the robbery.

• Try to alert other employees of the situation using pre-determined signals or text messages, only if safe to do so.

• Follow the robber’s commands in order to shorten the time of the incident. Do not argue with the robber, but do not volunteer to help.

• If the robber demands a certain amount of money or product, only give them that amount.

• Be observant in order to be a good witness. Try to remember:
  o The number of robbers.
  o The physical characteristics of the robber(s), such as weight, scars, tattoos, hair color, or speech patterns.
  o The clothing worn by the robber(s).
  o Any names used by the robber(s).
  o A description of any weapons shown, such as barrel length and color, color of the grip, or automatic or revolver.

• If the robber uses a note, try to place it out of sight to retain it as evidence.

• Do not follow a robber.

• Secure the Grow Facility and place a notice that the business is closed due to an emergency.

• Call the police and ambulance, as needed, immediately and request that witnesses stay or obtain their contact information.

• Provide aid to injured people.

• Do not discuss the robbery with any outside parties until police and management has given authority to do so.

• Do not estimate the amount of money or product that was taken until an inventory has been performed.

Corrective procedures that may be required to return conditions to a normalized and secure state:

• Change all security codes.

• Replace locks and issue keys only to authorized employees.
• Ensure any video of the incident is archived.
• Restore security devices and/or apparatus to working condition.
• Repair any physical damage to the Grow Facility.
• Provide employees and visitors, if applicable, counseling, as needed.
• Perform a security re-training as soon as possible.
• Modify Employee Access Control Log as deemed appropriate.

INTERNAL THEFT/BURGLARY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, product due to internal theft or burglary, employees shall be trained to perform the following:

• Identify missing or compromised assets.
• Gather, remove, recover, and secure sensitive materials to prevent further loss or access.
• Power down, recycle or remove security equipment known to be compromised.
• Where possible, secure the premises for possible analysis by the Department and law enforcement.
• Gather and secure any evidence of illegal entry for review by the Department and law enforcement.
• Where possible, record identities of any party who might be a possible witness to events.
• Preserve video recordings and Visitor logs for review by the Department and law enforcement.

Corrective procedures that may be required to return conditions to a normalized and secure state:

• Retrieve or restore assets where possible.
• Store all sensitive materials and products in a secure manner (e.g., lockable cabinets or storage areas/container).
• Replace locks and issue keys only to authorized employees. Update the Employee Access Control Log as necessary.
• Restore security devices and/or apparatus to working condition.
• Remove and retain unauthorized equipment from network and/or area.
• Implement physical security devices and improvements (e.g., equipment cables, alarms) as deemed appropriate.
• Perform a security re-training as soon as possible.
FIRE PROCEDURES

If a fire does not present an immediate danger to personal safety, one (1) employee shall try to extinguish the fire. If a fire presents an immediate danger to personal safety, a fire alarm shall be pulled and a call to 911 shall be immediately made and evacuation of the building shall occur all at once.

Evacuation of Grow Facility

Any director or manager may determine the need to evacuate. Reasons for evacuation may include:

- Fire.
- Bomb threat.
- A hostile or violent employee, visitor, or unknown person.
- Power outage.
- Earthquake.
- Water or gas leak.
- Hazardous spill.
- Robbery or hostage situation.

The Site Manager shall ensure that all employees and visitors, if applicable:

- DO NOT gather in lobbies.
- DO NOT open a door without first checking for heat.
- DO NOT touch any suspicious items or suspected bombs.
- DO NOT run or panic.
- DO NOT re-enter the building until authorized.
- DO assist disabled individuals or others who need assistance. Evacuate disabled individuals or others who need assistance ONLY under the direction of authorized emergency personnel or when there is an immediate threat to personal safety and security.

INCIDENT CONTAINMENT

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes required to quickly contain and minimize the immediate impact to personal safety, the Grow Facility, and other affected parties. Containment activities shall be designed to:

- Minimize harm to individuals.
- Counteract the immediate threat.
• Prevent propagation or expansion of the incident.
• Minimize actual and potential damage.
• Restrict knowledge of the incident to authorized employees.
• Preserve information relevant to the incident.

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes to quickly:

• Secure the environment.
• Restore the environment to its normalized state.

The Site Manager shall be actively engaged throughout the incident to assess the progress of all containment and corrective measures and determine at what point the incident can be considered resolved.

INCIDENT CONTAINMENT AND CORRECTIVE PROCEDURES

The Site Manager shall determine and implement the appropriate procedures required to quickly contain and minimize the immediate impact of an incident, as well as to quickly restore circumstances to a normalized, secure state. Containment and corrective measures shall be designed with the primary objectives of:

• Minimizing harm.
• Counteracting the immediate threat.
• Preventing propagation or expansion of the incident.
• Minimizing the actual and potential damage.
• Restricting knowledge of the incident to authorized employees.
• Preserving information relevant to the incident.
• Securing the environment.
• Restoring the environment to its normalized state.

POST-INCIDENT REVIEW, REPORT, AND FOLLOW UP

The Site Manager shall hold a Post-Incident Review after each incident has been resolved. The Post-Incident Review shall be scheduled within two (2) to three (3) weeks of the incident’s resolution and shall involve:

• Appropriate personnel, which may include affected parties.
• Examination of the incident and all related activities and events.
• Discussion on proposed changes to policy, processes, and safeguards.
All incident activities, from receipt of the initial report through post-incident review, shall be documented. The Site Manager shall ensure all events are recorded, assembling these records in preparation and performance of the post-incident review, and ensuring all records are preserved for review. The following shall be included, at a minimum, in the Post-Incident Report:

- A description of incident events with specific timelines.
- Employee(s) involved.
- Non-Employees involved.
- Impact to affected parties.
- Discussions, decisions, and assignments made.
- Successful and unsuccessful activities.
- Notifications required or recommended.
- Steps taken for containment and resolution.
- Recommendations for prevention and remediation (short-term and long-term).
- Identification of policy and procedure gaps.
- Results of post-incident review.
- Any necessary follow-up actions.

The Post-Incident Report shall be distributed to the Site Manager, the Grow Facility Manager, and all other relevant parties for review. The Site Manager shall ensure the appropriate employees are assigned to any follow-up actions. The Site Manager shall document the completion of all follow-up actions in the Post-Incident Report and distribute an updated copy.

SECURITY SYSTEM RECORDS

We shall keep all necessary books and records in order to render a full account of all operations conducted at the Grow Facility under our license for the year to date and the five (5) years prior. We shall keep books and records of the Grow Facility from the previous six (6) months (or the complete copies of such records) in the Grow Facility at all times. All marijuana related records shall be retained in the inventory management system. All surveillances recordings shall be retained, at a minimum for at least sixty (60) days, unless in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the licensee shall retain the recordings until such time as the department notifies the licensee that the recordings may be destroyed. Our standard operating procedures shall detail the maintenance of records and measures for addressing and reporting any loss or unauthorized alteration of records. The Department, upon request, shall have full access to all Grow Facility records and surveillance recordings.

We shall keep and maintain security and surveillance system records and recordings in the Grow Facility and copies stored on a secure cloud storage. These records shall include, at a minimum, the following:

- The name of the surveillance equipment installation service provider and all equipment manufacturers.
- Copies of any service contracts.
• A map of the Grow Facility showing the location and operation of each surveillance system component, including the direction of camera coverage.

• A list of authorized users.

• Manufacturers’ instructions for operating and maintaining the equipment.

• Testing and maintenance logs.

• Reports of any incidents of unauthorized entry.

• Employee Access Control Logs.

• Visitor Registration Logs.

• Authorized Visitor Access Control Logs.

• Incident Logs and Post-Incident Reports.

• Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

• A log of the recordings, which includes:
  o The identities of the employee or employees responsible for monitoring the video surveillance system.
  o The identity of the employee who removed the recording from the video surveillance system.
  o The identity of the employee who destroyed any recording.

• Video surveillance recordings shall be:
  o In a digital format that ensures authentication of the recording as being legitimately captured without alterations.
  o Easily accessible and in a format that allows for viewing and copying.
  o Embedded with the date and time without significantly obscuring the picture.

We will maintain a log of all recordings, which will include a minimum:

• The identities of the employee or employees responsible for monitoring the video surveillance system.

• The identity of the employee who removed the recording from the video surveillance system storage device and the time and date removed.

• The identity of the employee who destroyed any recording.

Video surveillance recordings shall be stored on an NVR that is server-based with storage as required to meet recording rate and retention. This system shall be password-protected and separate from any other equipment in the Grow Facility. The files and video surveillance recordings shall be available for inspection, upon request, by authorized representatives of the Department and other government officials when necessary to perform their official duties.

After the expiration of the retention period, and before selling or closing the facility, the surveillance video recordings shall be erased, destroyed, or otherwise disposed. We shall not destroy any surveillance video recordings if we have knowledge or should have knowledge of any ongoing criminal, civil, administrative, or other official investigations or proceedings for which the recording may contain relevant information. Additionally, we shall not destroy any surveillance
video recordings in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the recordings shall be retained until such time as the Department notifies us that the recordings may be destroyed.
Security and Surveillance Equipment Room Access List

This is the current list of individuals having access to our Security and Surveillance Equipment Storage Room. Only those on this list are essential to maintain security and surveillance operations. All others will be denied access to the Security and Surveillance Equipment Room.

This list is available to the Department or authorized agents immediately upon request.

<table>
<thead>
<tr>
<th>Name of Employee/Contractor</th>
<th>Authorized Entry by (Name of Manager)</th>
<th>Date Authorized</th>
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Security and Surveillance Equipment Room Access Log

Instructions: Use this log to record your access to the Security and Surveillance Equipment Room, entering the reason for your presence here and the date and time of access.

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<tr>
<th>Date</th>
<th>Name</th>
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ADDITIONAL DOCUMENTS
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF ORGANIZATION

for

PURE GREEN, LLC

ID Number: 801934144

received by electronic transmission on March 08, 2018, is hereby endorsed.

Filed on March 09, 2018, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of March, 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau
RESTATED ARTICLES OF ORGANIZATION

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Restated articles

The identification number assigned by the Bureau is:
801934144

The name of the limited liability company is:
PURE GREEN LLC

All former names of the limited liability company are:

The date of filing the original Articles of Organization was:
1/26/2016

Article I

The name of the limited liability company is:
PURE GREEN, LLC

Article II

The purpose or purposes for which the limited liability company is formed for:
To engage in any activity for which a limited liability company may be formed under the Act.

Article III

The duration of the limited liability company if other than perpetual is:
PERPETUAL

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):
1. Agent Name: STEPHEN GOLDNER
2. Street Address: 4761 TARA CT
   Apt/Suite/Other: [Blank]
   City: WEST BLOOMFIELD
   State: MI
   Zip Code: 48323
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 4761 TARA CT
   Apt/Suite/Other: [Blank]
   City: WEST BLOOMFIELD
   State: MI
   Zip Code: 48323

Article V

(Insert any desired additional provision authorized by the Act.)

THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

ARTICLE VI

NO MANAGER OF THE COMPANY IS LIABLE FOR THE ACTS, DEBTS OR OBLIGATIONS OF THE COMPANY. THE MONETARY LIABILITY OF ANY MANAGER OF THE COMPANY FOR BREACH OF ANY DUTY ESTABLISHED UNDER SECTION 404 OF THE ACT IS LIMITED TO THE FULLEST EXTEN
PT. PERMITTED BY THE ACT. THE COMPANY WILL INDEMNIFY AND HOLD HARMLESS EACH MANAGER FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, CLAIMS, AND DEMANDS SUSTAINED BY REASON OF ANY ACTS OR OMISSIONS OR ALLEGED ACTS OR OMISSIONS OF THE MANAGER, INCLUDING JUDGMENTS, SETTLEMENTS, PENALTIES, FINES, OR EXPENSES INCURRED IN A PROCEEDING TO WHICH THE MANAGER IS A PARTY OR THREATENED TO BE MADE A PARTY BECAUSE THE PERSON IS OR WAS A MANAGER TO THE FULLEST EXTENT PERMITTED BY LAW OR CONTRACT.

Complete section (a) if the Restated Articles only restate and integrate the Articles of Organization, otherwise, complete section (b). Do not complete both, (Select One)

☐ (a) These Restated Articles of Organization only restate and integrate the Articles of Organization.

☒ (b) These Restated Articles amend the Articles of Organization and were approved on 3/7/2018

☐ in accordance with Section 604 of the Act: (select one)

☐ by a majority in interest if an operating agreement authorizes amendment of Articles of Organization by majority vote.

☒ by unanimous vote of all the members entitled to vote.

This document must be signed by a member, manager, or an authorized agent:

Signed this 8th Day of March, 2018 by:

<table>
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<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
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<tbody>
<tr>
<td>Stephen Goldner</td>
<td>Member</td>
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</table>

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline  ☒ Accept
Date of this notice: 11-10-2017

Employer Identification Number: 82-3373450

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-3373450. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is PURE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.
OPERATING AGREEMENT

FOR

PURE GREEN LLC

Effective Date:
March 6, 2018

Prepared by:
Matthew W. Bower
Varnum LLP
160 West Fort St., 5th Floor
Detroit, Michigan 48226
THE MEMBERSHIP INTERESTS IN PURE GREEN LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. SECTION 6 OF THIS AGREEMENT FURTHER Restricts TRANSFERABILITY OF INTERESTS IN THE COMPANY.

OPERATING AGREEMENT
FOR
PURE GREEN LLC

This Operating Agreement of Pure Green LLC, a Michigan limited liability company (the "Company"'), is entered into as of March 6, 2018 by and among the Company, and each of the members listed on the signature pages from time to time attached hereto (each a "Member" and collectively, the "Members").

RECITALS

WHEREAS, the Company was formed by Stephen Goldner, as a single-member limited liability company, under the laws of the State of Michigan by the filing Articles of Organization with the Michigan Department of Licensing and Regulatory Affairs on January 26, 2016 (as amended, the "Articles of Organization") for the purposes set forth in Section 2.05 of this Agreement; and

WHEREAS, Stephen Goldner desires to issue a Membership Interest to Steve Sensoli and admit Steve Sensoli as a Member upon execution of this Agreement, which sets forth the terms and conditions governing the operation and management of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

"Additional Capital Contribution" has the meaning set forth in Section 3.02.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:
(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(f); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"Agreement" means this Operating Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

"Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Articles of Organization" has the meaning set forth in the Recitals.

"BBA" has the meaning set forth in Section 10.04.

"BBA Procedures" has the meaning set forth in Section 10.04.

"Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

"Book Value" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;
(b) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Members, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a de minimis Capital Contribution;

(ii) the distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) provided, that adjustments pursuant to clauses (i) and (ii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

(e) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(f) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"Budget" means the annual budget of the Company as may be approved by a Majority in Interest of the Members from time to time.

"Business" has the meaning set forth in Section 2.05(a).

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Detroit are authorized or required to close.

"Capital Account" has the meaning set forth in Section 3.03.
"Capital Contribution" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.


"Company" has the meaning set forth in the Preamble.

"Company Minimum Gain" means "partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term "Company" for the term "partnership" as the context requires.

"Confidential Information" has the meaning set forth in Section 12.03(a).

"Covered Person" has the meaning set forth in Section 8.01(a).

"Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined jointly by the Members.

"Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Liquidator" has the meaning set forth in Section 11.03(a).

"Losses" has the meaning set forth in Section 8.03(a).

"Manager" means, initially, Stephen Goldner, or such other Person as may be designated or become the Manager pursuant to the terms of this Agreement.

"Majority in Interest" means more than fifty percent (50%) of the Membership Interests of the Company.
"Michigan Act" or "Act" means the Michigan Limited Liability Company Act, Act 23 of 1993, MCL 450.4101 et seq, and any successor statute, as it may be amended from time to time.

"Member" means each Person initially signing this Agreement and who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Michigan Act. The Members shall constitute the "members" (as that term is defined in the Michigan Act) of the Company.

"Member Nonrecourse Debt" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

"Member Nonrecourse Deduction" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(i), substituting the term "Member" for the term "partner" as the context requires.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (a) to its distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Michigan Act. The Membership Interest of each Member shall be expressed as a number of Units and a percentage interest of the total Membership Interests of all Members as set forth on Schedule A.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(l) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;
(e) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property’s Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"Nonresource Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b).

"Nonresource Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Officers" has the meaning set forth in Section 7.03.

"Partnership Representative" has the meaning set forth in Section 10.04.

"Permitted Transfer" means a Transfer of Membership Interests carried out pursuant to Section 9.02. "Permitted Transferee" means a recipient of a Permitted Transfer.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Prohibited Activity" means activity in which the Member contributes the Member's knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Business. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or Confidential Information.

"Regulatory Allocations" has the meaning set forth in Section 5.02(e).
"Related Party Agreement" means any agreement, arrangement or understanding between the Company and any Member or any Affiliate of a Member or any officer or employee of the Company, as such agreement may be amended, modified, supplemented or restated in accordance with the terms of this Agreement.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Restricted Period" has the meaning set forth in Section 7.06(a).

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"Subsidiary" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"Tax Matters Member" has the meaning set forth in Section 10.04.

"Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. "Transfer" when used as a noun shall have a correlative meaning. "Transferor" and "Transferee" mean a Person who makes or receives a Transfer, respectively.

"Treasury Regulations" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"Unit" mean a Unit (or any successor security) representing a fractional part of a Members' Membership Interest.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule
requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on January 26, 2016, pursuant to the provisions of the Michigan Act, upon the filing of the Articles of Organization with the Secretary of State of the State of Michigan. The Articles of Organization were amended to organize the Company as manager-managed on March 6, 2018, pursuant to the provisions of the Michigan Act, upon the filing of Amended and Restated Articles of Organization with the Secretary of State of the State of Michigan.

(b) This Agreement shall constitute the "Operating Agreement" (as that term is used in the Michigan Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Michigan Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Michigan Act in the absence of such provision, this Agreement shall, to the extent permitted by the Michigan Act, control.

Section 2.02 Name. The name of the Company is "Pure Green LLC" or such other name or names as may be designated by the consent of the Members; provided, that the name shall always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the designation "LLC." The Manager shall give prompt notice to the Members of any change to the name of the Company.

Section 2.03 Principal Office. The principal office of the Company is located stated in the Articles of Organization, or such other place as may from time to time be determined by the Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Articles of Organization or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by the Michigan Act and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Michigan shall be the initial registered agent named in the Articles of Organization or such other Person or Persons as the Manager may designate from time to time in the manner provided by the Michigan Act and Applicable Law.

Section 2.05 Purpose; Powers.
(a) The purposes of the Company are to engage in (i) research, development, manufacture, distribution, and commercialization of cannabis oils and edibles (the "Business") and (ii) any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Michigan Act.

Section 2.06 Term. The term of the Company commenced on the date the Articles of Organization was filed with the Secretary of State of the State of Michigan and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Initial Capital Contributions. Each Member has made an initial Capital Contribution and/or is deemed to own Membership Interests in the amounts set forth opposite such Member's name on Schedule A attached hereto. The Manager shall update Schedule A upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section 3.02 Additional Capital Contributions. Except as provided in Schedule A, no Member shall be required to make additional Capital Contributions ("Additional Capital Contributions") or make loans to the Company.

Section 3.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

   (i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any Additional Capital Contributions;

   (ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and

   (iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

   (i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(c);
(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and

(iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 Succession Upon Transfer. In the event that any Membership Interests are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI and ARTICLE XI in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 3.06 No Withdrawals From Capital Accounts. No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member, including the Manager, shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

Section 3.07 Treatment of Loans From Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account.

Section 3.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE IV
MEMBERS

Section 4.01 Admission of New Members.
(a) New Members may be admitted from time to time (i) in connection with the issuance of Membership Interests by the Company, subject to compliance with the provisions of Section 7.02, and (ii) in connection with a Transfer of Membership Interests, subject to compliance with the provisions of ARTICLE IX, and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Membership Interests, such Person shall have executed and delivered to the Company a written undertaking the form of which is approved by the Manager. Upon the amendment of Schedule A of the Agreement by the Manager and the satisfaction of any other applicable conditions, including the receipt by the Company of payment for the issuance of Membership Interests, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 3.03.

Section 4.02 No Personal Liability. Except as otherwise provided in the Michigan Act, by Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.03 No Withdrawal. So long as a Member continues to hold any Membership Interests, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Membership Interests, such Person shall no longer be a Member.

Section 4.04 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.05 Certification of Membership Interests.

(a) The Manager may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Manager shall issue certificates representing Membership Interests in accordance with Section 4.05(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER,
SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH OPERATING AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE V
ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in Section 5.02, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 5.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member’s share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02 is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(j)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member’s share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.
(e) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) The allocations set forth in paragraphs (a), (b), (c) and (d) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b), Section 5.03(c) and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method with curative allocations of Treasury Regulations Section 1.704-3(c), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (e) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).
(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Membership Interests. In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of ARTICLE IX, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

ARTICLE VI
DISTRIBUTIONS

Section 6.01 Distributions of Cash Flow and Capital Proceeds.

(a) Any available cash of the Company, after allowance for all reasonable costs and expenses incurred by the Company and for such reasonable reserves as the Members may agree upon, or as contemplated in the Budget, shall be distributed to the Members, on at least a quarterly basis, in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate the Michigan Act or other Applicable Law.

Section 6.02 Distributions in Kind.

(a) The Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of securities or other property held by the Company. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section 6.01.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Manager may require that the Members execute and deliver such documents as the Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may
appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

ARTICLE VII
MANAGEMENT

Section 7.01 Management of the Company. The business and affairs of the Company shall be managed by the Manager. Subject to the provisions of Section 7.02, the Manager shall have full and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company set forth in Section 2.05; provided, that the Manager shall manage the Company in accordance with the Budget. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a resolution expressly authorizing such action which resolution is duly adopted by the Manager.

Section 7.02 Actions Requiring Approval of Members. Without the written approval of a Majority in Interest of the Members, the Company shall not, and shall not enter into any commitment to:

(a) Amend, modify or waive the Articles of Organization or this Agreement; provided that the Manager may, without the consent of the other Member, amend Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Make any material change to the nature of the Business conducted by the Company or enter into any business other than the Business;

(c) Issue additional Membership Interests or admit additional Members to the Company.

(d) Enter into, amend in any material respect, waive or terminate any Related Party Agreement other than the entry into a Related Party Agreement that is on an arm's length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;

(e) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of all or substantially all of its assets, other than sales of inventory in the ordinary course of business consistent with past practice; or

(f) Dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.
Section 7.03 Officers. The Manager may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

Section 7.04 Action Without Meeting. Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 7.05 Informational Rights. In addition to the information required to be provided pursuant to ARTICLE X, the Manager shall keep the other Members reasonably informed on a timely basis of any material fact, information, litigation, employee relations or other matter that could reasonably be expected to have a material impact on the operations or financial position of the Company, including, but not limited to, any modification of any loan or other financing to the Company. The Manager shall provide all material information relating to the Company or the management or operation of the Company as any Member may reasonable request from time to time.

Section 7.06 Other Activities; Business Opportunities.

(a) So long as any Member remains a Member of the Company and for the two (2) years, to run consecutively, beginning on the day a Member is no longer a Member of the Company, for any reason (the "Restricted Period"), the Member agrees and covenants not to engage in Prohibited Activity. Nothing herein shall prohibit Member from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that the Member is not a controlling person of, or a member of a group that controls, such corporation. In the event of a breach or threatened breach by the Member of any of the provisions of this Agreement, the Member hereby consents and agrees that the Company shall be entitled to, in addition to other available remedies, seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.
(b) Except as provided in Section 7.06(a), nothing contained in this Agreement shall prevent any Member, including the Manager, or any of its Affiliates from engaging in any other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Member for any profits or income earned or derived from other such activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Member of any business opportunity of any type or description.

Section 7.07 Compensation and Reimbursement of Manager. As approved by a Majority in Interest of the Members, the Manager shall be compensated for its services as the Manager, and the Company shall reimburse the Manager for all ordinary, necessary and direct expenses incurred by the Manager on behalf of the Company in carrying out the Company's business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed amounts set forth in the Budget in the aggregate for any Fiscal Year without the approval of a Majority in Interest of the Members.

Section 7.08 Removal of Manager. A Majority in Interest of the Members may remove the Manager of the Company, by delivering written notice to the Manager and the Members. Upon the Manager's removal, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The removal of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of such Member.

Section 7.09 Resignation of Manager. The Manager may voluntarily resign as the Manager. Upon such resignation, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The resignation of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of a Member.

ARTICLE VIII
EXCULPATION AND INDEMNIFICATION

Section 8.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean (i) each Member; (ii) the Manager; (iii) each officer, director, stockholder, partner, member, Affiliate, employee, agent or representative of each Member, and each of their Affiliates; and (iv) each Officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or is not made in knowing violation of the provisions of this Agreement.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information,
opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Michigan Act.

Section 8.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 8.03 Indemnification.

(a) Indemnification. To the fullest extent permitted by the Michigan Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Michigan Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages,
judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the Business of the Company; or

(ii) such Covered Person being or acting in connection with the Business of the Company as a member, stockholder, Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or a knowing violation of the provisions of this Agreement. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud, gross negligence, willful misconduct or a knowing violation or material breach of this Agreement.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 8.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 8.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(c) Entitlement to Indemnity. The indemnification provided by this Section 8.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 8.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 8.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.

20
(d) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(o) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 8.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) Savings Clause. If this Section 8.03 or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 8.03 to the fullest extent permitted by any applicable portion of this Section 8.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) Amendment. The provisions of this Section 8.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 8.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 8.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 8.04 Survival. The provisions of this ARTICLE VIII shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE IX
TRANSFER

Section 9.01 Restrictions on Transfer.

(s) Except as otherwise provided in this ARTICLE IX, no Member shall Transfer all or any portion of its Membership Interest in the Company without the written consent of a Majority in Interest of the no-transferring Members (which consent may be
granted or withheld in the sole discretion of such other Members). No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01(b) hereof.

(b) Notwithstanding any other provision of this Agreement (including Section 9.02), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the Michigan Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes;

(vi) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vii) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment or other disposal of such Membership interest in its entirety as intended by the parties to such
Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest," unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. The provisions of Section 9.01(a) shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to its Affiliate.

ARTICLE X
ACCOUNTING; TAX MATTERS

Section 10.01 Financial Statements. The Company shall furnish to each Member, as soon as available, and in any event within one hundred twenty (120) days after the end of each Fiscal Year, unaudited consolidated balance sheets of the Company as at the end of each such Fiscal Year and unaudited consolidated statements of income, cash flows and Members' equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year, prepared in accordance with GAAP, applied on a basis consistent with prior years, and fairly present in all material respects the financial condition of the Company as of the dates thereof and the results of their operations and changes in their cash flows and Members' equity for the periods covered thereby.

Section 10.02 Inspection Rights. Upon reasonable notice from a Member, the Company shall afford each Member and its Representatives access during normal business hours to (i) the Company's properties, offices, plants and other facilities; (ii) the corporate, financial and similar records, reports and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members (including the Manager), and to permit each Member and its Representatives to examine such documents and make copies thereof; and (iii) any officers, senior employees and public accountants of the Company, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company with such officers, senior employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Member and its Representatives such affairs, finances and accounts).

Section 10.03 Income Tax Status. It is the intent of this Company and the Members that this Company shall be treated as a partnership for U.S., federal, state and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 10.04 Tax Matters Member; Partnership Representative.

(a) Appointment. The Members hereby appoint the Manager as the "tax matters partner" (as defined in Code Section 6231 prior to its amendment by the Bipartisan Budget Act of 2015 ("BBA")). (the "Tax Matters Member") and the "partnership representative" (the "Partnership Representative") as provided in Code Section 6223(a) (as amended by the BBA). The Tax Matters Member or Partnership Representative may resign at any time if there is another Manager to act as the Tax Matters Member or Partnership Representative.
(b) Tax Examinations and Audits. The Tax Matters Member and Partnership Representative are each authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Tax Matters Member or Partnership Representative, which authorization may be withheld by the Tax Matters Member or Partnership Representative in its sole and absolute discretion. The Tax Matters Member or Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

(e) BBA Elections. The Company will not elect into the partnership audit procedures enacted under Section 1101 of the BBA (the "BBA Procedures") for any tax year beginning before January 1, 2018, and, to the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures for tax years beginning on or after January 1, 2018 pursuant to Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any taxes imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

(e) Income Tax Elections. Except as otherwise provided herein, each of the Tax Matters Member and Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided, that the Tax Matters Member or Partnership Representative will make an election under Code Section 754, if requested in writing by another Member.

Section 10.05 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 7.03) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. The Manager shall provide the Members, for their review and comment, copies of all tax returns prior to the filing thereof. As soon as reasonably possible
after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 10.06 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XI
DISSOLUTION AND LIQUIDATION

Section 11.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The determination of the Members to dissolve the Company;

(b) The sale, exchange, involuntary conversion, or other disposition or transfer of all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under the Michigan Act.

Section 11.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 11.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03 and the Articles of Organization shall have been cancelled as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is dissolved pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Michigan Act and the following provisions:

(a) Liquidator. The Manager shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.
(c) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) Third, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 11.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(c), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon consent of a Majority in Interest of the Members, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

Section 11.04 Cancellation of Articles. Upon completion of the distribution of the assets of the Company as provided in Section 11.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Articles of Organization in the State of Michigan and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Michigan and shall take such other actions as may be necessary to terminate the Company.

Section 11.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 8.03.
Section 11.06 Recourse for Claims. Each Member shall look solely to the assets of the
Company for all distributions with respect to the Company, such Member's Capital Account, and
such Member's share of Net Income, Net Loss and other items of income, gain, loss and
deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the
Liquidator or any other Member.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Expenses. Except as otherwise expressly provided herein, all costs and
expenses, including fees and disbursements of counsel, financial advisors and accountants,
incurred in connection with the preparation and execution of this Agreement, or any amendment
or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring
such costs and expenses.

Section 12.02 Further Assurances. In connection with this Agreement and the
transactions contemplated hereby, the Company and each Member hereby agrees, at the request
of the Company or any other Member, to execute and deliver such additional documents,
instruments, conveyances and assurances and to take such further actions as may be required to
carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 12.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, it
will have access to and become acquainted with trade secrets, proprietary information
and confidential information belonging to the Company and its Affiliates that are not
generally known to the public, including, but not limited to, information concerning
business plans, financial statements and other information provided pursuant to this
Agreement, operating practices and methods, expansion plans, strategic plans, marketing
plans, contracts, customer lists or other business documents that the Company treats as
confidential, in any format whatsoever (including oral, written, electronic or any other
form or medium) (collectively, "Confidential Information"). In addition, each Member
acknowledges that: (i) the Company has invested, and continues to invest, substantial
time, expense and specialized knowledge in developing its Confidential Information; (ii)
the Confidential Information provides the Company with a competitive advantage over
others in the marketplace; and (iii) the Company would be irreparably harmed if the
Confidential Information were disclosed to competitors or made available to the public.
Without limiting the applicability of any other agreement to which any Member is
subject, no Member shall, directly or indirectly, disclose or use (other than solely for the
purposes of such Member monitoring and analyzing its investment in the Company) at
any time, including, without limitation, use for personal, commercial or proprietary
advantage or profit, either during its association with the Company or thereafter, any
Confidential Information of which such Member is or becomes aware. Each Member in
possession of Confidential Information shall take all appropriate steps to safeguard such
information and to protect it against disclosure, misuse, espionage, loss and theft.
(b) Nothing contained in Section 12.03(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Member; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 12.03 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 12.03 as if a Member; provided, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Member of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Member) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 12.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Member or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 12.03 shall survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the withdrawal of such Member from the Company, and (iii) such Member's Transfer of its Membership Interests.

Section 12.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in Schedule A (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04).

Section 12.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
Section 12.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 8.03(f), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 12.07 Entire Agreement. This Agreement, together with the Articles of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 12.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 12.09 No Third-party Beneficiaries. Except as provided in ARTICLE VIII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by a Majority in Interest of the Members. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement may be made by the Manager without the consent of a Majority in Interest of the Members or execution by the Members.

Section 12.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 12.01 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 12.14 hereof.
Section 12.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan.

Section 12.13 Submission to Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the State of Michigan, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Michigan. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by registered mail to the address set forth in Section 12.04 shall be effective service of process for any suit, action or other proceeding brought in any such court.

Section 12.14 Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 12.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 12.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 8.02 to the contrary.

Section 12.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means
of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]
Schedule A
Pure Green, LLC
Members Schedule

Effective Date: January 1, 2018

<table>
<thead>
<tr>
<th>Member Name &amp; Address</th>
<th>Units</th>
<th>Capital Contribution</th>
<th>Membership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>1,000,000</td>
<td>$0</td>
<td>100.00%</td>
</tr>
<tr>
<td>4761 Tara Ct.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Bloomfield, MI 48323</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

The Company:
Pure Green LLC

By: ____________________________
Name: Stephen Goldner
Title: Manager

The Members:

______________________________
Stephen Goldner
STAFFING PLAN

Summary of Job Creation, Compensation and Budget

As discussed in detail below, we anticipate creating approximately 59 jobs at our Orion Township Cultivation Facility.

<table>
<thead>
<tr>
<th>Type of Marijuana Facility</th>
<th>Proposed Location</th>
<th>Total Jobs Per Facility</th>
<th>Expected Annual Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Facility</td>
<td>Orion Township</td>
<td>59</td>
<td>$3,750,000.00</td>
</tr>
</tbody>
</table>

We pay our cultivation facility employees a minimum hourly wage of $15. We also provide a generous benefit package that includes the following:

- Health Insurance
- Paid Holidays
- Paid Time Off
- 401K Plan with 2% Match
- Performance Incentives

Out of our 3.75MM expected annual payroll, Pure Green expects to allocate $630,000 toward benefits for all full-time employees!

We intend to source our employees first from Orion Township, then into the surrounding regional area. Our job listings will always be listed in the Orion Township area first to accumulate as many qualified candidates as possible.

Attached is a table of the proposed positions at our Orion Cultivation Facility:

<table>
<thead>
<tr>
<th>Title</th>
<th>Quantity</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Director</td>
<td>1</td>
<td>$140,000</td>
</tr>
<tr>
<td>Cultivation Manager</td>
<td>1</td>
<td>$165,000</td>
</tr>
<tr>
<td>Assistant Cultivation Manager</td>
<td>1</td>
<td>$90,000</td>
</tr>
<tr>
<td>IPM Lead</td>
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<td>$20/hr</td>
</tr>
<tr>
<td>Fertigation Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Propagation Lead</td>
<td>1</td>
<td>$60,000</td>
</tr>
<tr>
<td>Veg Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Cultivation Agents</td>
<td>27</td>
<td>$15/hr</td>
</tr>
<tr>
<td>QC Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Post Harvest Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Packaging / Distribution Manager</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Post Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Post Harvest / Packaging Agents</td>
<td>9</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Director of Operations</td>
<td>1</td>
<td>$175,000</td>
</tr>
<tr>
<td>Shipping / Receiving / Inventory Supervisor</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Position</td>
<td>Quantity</td>
<td>Salary</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>METRC Agents</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>METRC / Compliance Manager</td>
<td>1</td>
<td>$80,000</td>
</tr>
<tr>
<td>Janitor</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>1</td>
<td>$135,000</td>
</tr>
<tr>
<td>Facilities Maintenance Manager</td>
<td>1</td>
<td>$65,000</td>
</tr>
<tr>
<td>Facilities Maintenance Assistant</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Admin / Front Desk</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Security Guard</td>
<td>1</td>
<td>$30/hr</td>
</tr>
</tbody>
</table>
10/01/2020

To Whom It May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing property coverage for Pure Green LLC at 180 Premier Drive, Orion Charter Township, MI 48359. General Liability coverage has already been secured.

Please contact me with any questions.

Thanks,

Pete Elliott

Vice President
Cell (734) 664-0472
Ph (313) 964-3750
Fax (313) 964-3850
Pete@dieboldinsurance.com

1535 6th Street | Suite 1
Detroit MI 48226
www.DieboldInsurance.com
Planning Commission Case:  PC-2021-09
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Pure Green
Request:  Excess Grow
Date:  January 29, 2021

The aforementioned application was reviewed for compliance with the location requirements of Article VI of Ordinance No. 154 and the finds are detailed below:

Article V, 1.  – The Facility must be located in the Township’s IP (Industrial Park) district: The parcels are zoned IP (Industrial Park) as required.

Article V, 2 – The Facility cannot be within one thousand five hundred (1,500) feet of a “church” in the Township:  Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 1,500 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest church and it was over 1,600 feet.

Article VI, 3 – The Facility cannot be within two thousand (2,000) feet of a residence located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,000 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest residential property line (for simplicity) and it was 2,500 feet.

Article VI, 4 – The Facility cannot be within two thousand five hundred (2,500) feet of a registered “school” within the Township:  Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,500 feet. The closest school is over 2 miles from the parcel. (Scripps and Stadium Rds.)
Article VI, 5 – The Facility shall not have an ingress or egress on a street or road that has an average traffic volume in excess of six thousand (6,000) vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by Southeast Michigan Council of Governments (SEMCOG). The building has ingress and egress off of Premier Drive. SEMCOG’s website does not contain any traffic count reports for Premier Dr.

Article VI, 6- The Facility shall not have an ingress or egress on a street or road that directly also serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district. The building has both ingress or egress off of Premier Dr. Premier Dr. does not serve as an ingress and/or egress to any property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district.

Article VI, 7 - Distances specified in this Ordinance shall be measured from building edge to building edge. The measurements, unless noted differently, were measured from building edge to proposed building edge.

Article VI, 8 – If the Facility shall need a variance from what is set forth in Article VI Sections one (1) through six (6) above, the Applicant may submit a formal request for a variance to the Zoning Board of Appeals (“ZBA”). The ZBA shall only consider a variance request that is no more than fifteen percent (15%) out of compliance with the above location regulations: The applicant is not requesting any variances from the ZBA.

Article VI, 9 – It is the Township’s intention that Growers, Processors, Safety Compliance Facilities and Secured Transporters may operate within the same building under the following conditions: each licensed entity remains distinct and separate within different working area and separate record keeping systems: The applicant is requesting an Excess Grow facility only.

Article VI, 10 – The location shall meet all applicable Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Marijuana Regulatory Agency (MRA):

ITEMS TO BE ADDRESSED: These items are unknown at this time. It is recommended that any approval be conditioned upon this requirement.

Article VI, 11 – The Facility location shall conform to all standards of the zoning district in which it is located: This condition has been met. The building itself has received site plan approval.
Article VI, 12 – If the Facility location is currently vacant land, the applicant must submit a site plan and building plans with the Application: The application is for an improved parcel that has received site plan approval.

Article VI, 14 – Based upon an application for or amendment of a Conditional Rezoning, PUD, or other use Development Agreement of sufficient specificity, it is within the sole discretion and judgment of the Township Board of Trustees to consider and waive any or all of the Location Requirements of this Article VI based upon any or all of 3 factors listed in Article VI 14 a,b, and c.: The applicant is not requesting any waivers.

Summary: I have reviewed the application as it relates to Ordinance No. 154 Article VI – Location Requirements. I am agreeable with the recommendation to approve this application with the conditions that:

1. The applicant meets all other applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Mariujana Regulatory Agency (MRA).

Tamara Girling
Planning & Zoning Director

[Signature]
To: Planning Commission/Planning Coordinator
From: Jeff Williams, Fire Marshall
Re: PC-2021-09, Pure Green LLC, Ordinance #154 – Excess Grow (Medical)
Date: 1/29/2021

The Orion Township Fire Department has completed its review of Medical Marihuana Application PC-2021-09 for the limited purpose of compliance with Charter Township of Orion Ordinance Number 154 Article VI(g).

Based upon the application and documentation provided, the Fire Department has the following recommendation as to issues concerning the Medical Marihuana Facility’s specific location and impact on the health and safety of Township residents:

- [X] Approved
- [ ] Approved with conditions (See below)
- [ ] Not approved

Conditions:
This approval is limited to the application and materials reviewed which at this time do not raise a specific concern with regard to location and/or impact on health and safety. However, the approval is conditioned upon the applicant providing sufficient additional information, data or documents, confirming full compliance with all applicable fire codes, Township Ordinances and State law. Furthermore, the Fire Department’s approval is limited to the issuing of a Medical Marihuana Facilities Permit under Ordinance 154 and does not constitute a waiver of any additional requirement for site plan approval or as otherwise required by any applicable code, ordinance or law; including, the Fire Department’s review and approval of a final site plan, security plan, fire suppression system, emergency ingress/egress, or other matters which represent a fire or emergency response concern.

If there are any questions, the Fire Department may be reached at 248-391-0304 ext. 2003.

Sincerely,

Jeffrey Williams
Jeff Williams, Fire Marshal
Orion Township Fire Department
To: Planning Commission
From: David Goodloe, Building Official
Re: Medical Marijuana Applications PC-2021-09
Date: 2/1/2021

The application for PC case 2021-09 has been reviewed by the Building Department for compliance with The Charter Township of Orion Ordinance number 154 Article VI application procedure for the purposes of compliance with Ordinance 154 only, the Building Department has the following recommendation:

- Approved
  - Approved with conditions (See below)
  - Not approved

If you have any questions feel free to contact me at 248-391-0304. X6001

Sincerely,

David Goodloe
Building Official
Orion Township Building Dept.
As requested, I am providing suggested motions for the abovementioned project. Please feel free to modify the language. The verbiage below could substantially change based upon the Planning Commissions findings of facts for the project. Any additional findings of facts should be added to the motion below.

Ordinance #154

I move to grant/not grant approval of the application, as required per Ord. #154, for PC-2021-09, Pure Green, LLC, for a Excess Grower facility, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the findings of fact that the operation does/does not meeting the following location requirements:

- Is located in and IP zoning district
- Is located in a building that meets all the distance requirements shown in Ord. 154
- Is located in a building that has an ingress/egress road with less than 6,000 vehicles/day.
- Is located in a building that has an ingress/egress road that does not service as a road that also serves for residential zoning.

If motion is grant approval - conditioned upon:

The applicant meets all applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Mariujana Regulatory Agency (MRA).
Penny Shults  
Clerk of the Charter Township of Orion  
2525 Joslyn Rd  
Lake Orion, Michigan 48360

Re: Marihuana Facility Permit Application; Pure Green, LLC  
180 Premier Drive, Orion Charter Township, MI 48539  
(1) Excess Grow Permit

Dear Madam Clerk:

Please find attached the Marihuana Facility Permit Application and all exhibits for an Excess Grow permit to operate at 180 Premier Drive, Orion Charter Township, MI 48539.

If the Township believes any additional information or materials are required for this filing, please do not hesitate to contact us.

Kindly direct all communications regarding this application to Aaron Fogleman either by phone at 248.920.8770 or by email at licensing@gloriascanna.com.

We look forward to contributing significantly to the Township through economic development, training and employment, education and outreach, and to becoming a valuable community partner.

Thank you for your consideration.

Most Sincerely,

Stephen Goldner  
Owner
ORION ORDINANCE 154 INITIAL PERMIT APPLICATION
Ordonance 154, Licensed Marihuana Facilities Ordinance

Pursuant to the Charter Township of Orion Ordinance 154, Licensed Marihuana Facilities Ordinance, the following application is intended to collect information and documentation establishing the applicant’s conformance with the ordinance. All applicants should note that the approval of a Marihuana Permit will be based upon the accuracy and completeness of the information provided. In the event applications are received in excess of the permitted number of locations within the Ordinance or two or more applicants have similar qualifications, the Charter Township of Orion reserves its right to approve a permit which in the opinion of the Township best meets its goals and safeguards as set forth in the Ordinance. No financial or other right is established by the payment of the non-refundable application fee. All applications for renewal of a permit shall be reviewed per the standards set forth in the Ordinance. The Charter Township of Orion reserves the right to approve or deny the permit based upon the failure of any applicant to establish to the satisfaction of the Township any requirement, standard or goal of the Ordinance. The applicant understands this determination may involve a subjective interpretation of the application. Any permit granted by the Township is contingent upon the State of Michigan granting a state license for the specific license applied for under this ordinance.

SECTION A- APPLICANT

1. Name of Applicant: Pure Green, LLC
   Authorized Signer (of not an individual): Stephen Goldner

   Address of Applicant: 2055 Crooks Rd, Suite B
   Rochester Hills, MI 48309

   Phone Number: 248.920.8770

   Email Address: licensing@glorioscanna.com

   Sole Proprietor □ Partnership □
   Corporation □ Limited Liability Company ✔
   □ Other: __________________________

2. If entity is Sole Proprietor, state Owner/Proprietor’s date of birth: ___________ and provide a copy of photo identification.

3. If other than Sole Proprietor, list name, address and date of birth of all owners and provide copies of photo identification and percentage of ownership.
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Stephen Goldner</td>
<td>4761 Tara Ct</td>
<td>03/16/1948</td>
<td>100%</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Name and address, phone number, date of birth and photo identification of all anticipated employees of facilities not listed as owners. (This information must be provided and supplemented before any future employee not listed begins working at facility)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. If the Applicant or owner or any operator is a licensed caregiver under the Michigan Medical Marihuana Act, please list their name and address, and caregiver ID number issued by the State of Michigan. N/A

6. For any corporation or other legal entity who has a financial interest or affiliation with the requested permit, please state the following:

   Name: ____________________________
   Name of Authorized Signer: ________
   Address: _________________________
   Interest or Affiliation: _________

**SECTION B- FACILITY LOCATION**

7. Name of proposed facility: Oakland Business Park, Building B

8. Location of proposed facility: 180 Premier Drive

   Orion Charter Township, MI 48359
9. Please provide a preliminary floor plan sketch showing the location of all facility operations within an existing building, or for new construction a site plan for the parcel. Attach as Exhibit “A”
   ☑️ Document(s) attached. If not attached, why not and when is applicant expected to supplement: ________________________________

10. With respect to the location of the facility, please state with specificity the exact location, address, suite number and, if necessary, the location of the facility within a building or the parcel of land. This location should include the distance in feet from each property line. Attach as Exhibit “B”
    ☑️ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: ______________

11. Please provide evidence of the Applicant’s property interest in the proposed location. Provide copies of documentation showing a legal and enforceable property interest. Attach as Exhibit “C”.
    ☑️ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: ______________

12. Please confirm and establish that the facility is located within the Township’s Industrial Park district (“IP”); is not within 1,500 feet of a church; is not within 2,000 feet of a residence located in the R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning Districts; is not within 2500 feet of a registered school and does not have ingress or egress on a street or road that has an average traffic volume in excess of 6,000 vehicles per day as calculated and reported by Southeast Michigan Counsel of Governments. Further, please show that the facility does not have an ingress or egress on a street or road that serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning District. For each of the above criteria, please attach any and all documents which will permit the Township to calculate compliance with the Licensed Marihuana Facilities Ordinance No. 154. At a minimum, provide a map showing the facility and measured distances (building edge to building edge). Attach as Exhibit “D”.
    ☑️ Documents attached.
    If not attached, why not and when is applicant expected to supplement: ______________

a) Is the Facility located in the Township’s IP (Industrial Park District) zoning district?

    ☑️ Yes  ☐ No
b) Is the Facility more than one thousand five hundred (1,500) feet of any church in the Township?

☐ Yes ☐ No

c) Is the Facility more than two thousand (2,000) feet of any residence located in an R-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes ☐ No

d) Is the Facility more than two thousand five hundred (2,500) feet of any registered school within the Township.

☐ Yes ☐ No

For 10-12 above, please provide a map showing the facility and measured distances (building Edge to building edge.)

e) Does the facility have an ingress or egress on a street or road that has an average traffic volume of six thousand (6,000) or less vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by the Southeast Michigan Council of Governments (SEMCOG) per the site semcog.org/Traffic-Counts?

☐ Yes ☐ No

f) Does the Facility have an ingress or egress on a street or road that does not also serve as an ingress or egress to a residential road or property located in a TR-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes ☐ No

Name of Facility ingress/egress Street or road: Premier Drive

13. Please state whether the Applicant will seek a variance from the Zoning Board of Appeals pursuant to Article 6(8) of the Orion LicensedMarijuana Facilities Ordinance No. 154.

☐ Yes ☐ No

If variance will be sought, specify location category(s) pursuant to Art 6 (1)-(6):________________________

________________________________________
For each category variance sought, state the percentage the applicant will seek: ______ %
(Not to exceed 15%) 

SECTION C - FACILITY REQUIREMENTS

14. When available, submit to the Township a copy of the Applicant’s application for a license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs, for each facility permit requested.
Attach as Exhibit “E”.
☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________

Phase 2 application with the state of Michigan requires a permit and signed attestation from the municipality. We expect to submit our application with the state by November 1, 2020.

15. Is consumption and/or use of marihuana prohibited at the Facility?

☐ Yes ☐ No

16. Will all activity related to the Facility be done indoors?

☐ Yes ☐ No

17. Will all Marihuana contained within the building be in a locked Facility in accordance with the Michigan Medical Marihuana Act, MCL 333.26421 et seq., as amended (“MMMA”), the Michigan Medical Marihuana Facilities Licensing Act, MCL 333.27101, et seq., and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et seq., as amended (“MRTMA”) as amended?

☐ Yes ☐ No

18. Please set forth an operations statement, plan and or outline showing that all facility activities shall occur indoors and in a building which is locked.
Attach as Exhibit “F”
☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ________________

19. Will all necessary building, electrical, plumbing and mechanical permits obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices are located?

☐ Yes ☐ No

5
20. When available and prior to the issuance of any permit, the Applicant must submit all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire department showing compliance with the Michigan Fire Protection Code and confirmation that the storage of any chemical, herbicide, pesticide and or fertilizer has also been approved by the Orion Fire Department.

Attach as Exhibit “G”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ______________________

21. In any portion of the structure where the storage of any chemicals such as herbicides, pesticides, and/or fertilizers, do you agree to be subject to inspection and approval by the Orion Fire Department to ensure compliance with the Michigan Fire protection Code?

☒ Yes ☐ No

22. Will you ensure that no other uses, other than accessory uses, will be permitted within the same Facility other than those associated with cultivating, processing, transporting or testing marihuana?

☒ Yes ☐ No

23. Please state and/or provide documentation showing the plan that all litter and waste will be properly and safely removed and will not constitute a source of contamination in areas where marihuana is exposed. Further, please include how the applicant will dispose of rubbish so as to minimize the development of odor and minimize the potential for development of waste odor and waste from becoming an attracted, harborage or breeding place for pests. Please include a detailed description of the ventilation system. Attach as Exhibit “H.”

☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ______________________

a) Will litter and waste be properly removed and the operating systems for waste disposal maintained in an adequate manner so that they do not constitute a source of contamination in areas where marihuana is exposed?

☒ Yes ☐ No

b) Will floors, walls and ceilings be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair?

☒ Yes ☐ No
c) Will there be adequate screening or other protection against entry of pests, and will rubbish be disposed of so as to minimize the development of odor, minimize the potential for development of waste odor, and minimize the potential for waste becoming an attractant harborage or breeding places for pests?

X Yes ☐ No

d) Will all buildings, fixtures and other facilities be maintained in a sanitary condition?

X Yes ☐ No

e) Will each Facility center provide its occupants with adequate and readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair?

X Yes ☐ No

24. Please state how the Applicant intends to avoid excessive noise, dust, vibrations, glare, fumes or odors detectable to the normal senses beyond the boundaries of the property. Attach as Exhibit “I”.

☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: __________________________

____________________________________________________________________________________

a) Will each Facility be operated in a manner that does not create excessive noise, dust, vibrations, glare, fumes or odors detectible to the normal senses beyond the boundaries of the property on which that Marihuana Facility will operate/operates or in violation of any other ordinance?

☑ Yes ☐ No

25. Please provide the plan and supporting documentation showing that all disposal systems for spent water and spent soil have been adequately and safely disposed of and accounted for.
Attach as Exhibit “J”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: __________________________

____________________________________________________________________________________

26. Please provide a security and safety plan, and at a minimum showing the facilities surveillance systems and continuous monitoring systems of the entire premise as required by the ordinance.
Attach as Exhibit “K”.
☑ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: __________________________
a) Will the Facility continuously monitor the entire premises with surveillance systems that include security cameras operating 24 hours a day, 7 days a week, every day of the year, and will these recordings be maintained for a period of at least 30 days?

☐ Yes ☐ No

27. Please state and/or show the exterior signage or advertising identifying the facility.
   Attach as Exhibit “L”.
   ☐ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: ______________________
   The facility will only show the numbers associated with its address.

a) Do you understand and agree that any exterior signage or advertising identifying the Facility as a marijuana facility is prohibited?

☐ Yes ☐ No

SECTION D- BUSINESS OPERATIONS AND SECURITY

28. Active business operations shall not be open outside of the hours of 7am and 9pm.

<table>
<thead>
<tr>
<th>Active Hours of Operations:</th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
</tr>
<tr>
<td>Close</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
</tr>
</tbody>
</table>

29. Will security guards be provided? If yes, how many? 1____________________

☐ Yes ☐ No

30. Days and Hours security guards will be provided:

<table>
<thead>
<tr>
<th>24 Hrs?*</th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes/No</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
</tr>
<tr>
<td>Start</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
</tr>
</tbody>
</table>

*If any day is not 24 hrs., please enter Start and Finish times.
SECTION F - BACKGROUND

31. Have you previously operated in this Township or any other County, City, or State under a Medical or adult use Marijuana/Marihuana License or Permit?

☑️ Yes    ☐ No

32. Have any of the previously issued licenses or permits mentioned above been revoked or suspended?

☐ Yes    ☑️ No

If yes, provide an explanation for the revocation/suspension below.

________________________________________________________________________
________________________________________________________________________

33. Is the Applicant or Authorized Signer currently licensed by any governmental agency to engage in any business?

☑️ Yes    ☐ No

34. If yes to questions 31, 32, or 33, please list each such license or permit held, the city or state in which it is held, and expiration date thereof.

State of Michigan license to operate medical marihuana cultivation facilities.
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

35. Has the Applicant or any stakeholder been convicted or incarcerated for a felony within the past ten (10) years or ever been convicted of an illegal substance related felony?

☐ Yes    ☑️ No

If yes, list the associated criminal case number(s), the statute(s) violated, the date(s) of conviction, the date(s) of imposition of probation and/or parole, and the name and address of the sentencing court.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
I HEREBY CERTIFY UNDER OATH AND PENALTY OF PERJURY THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION IS COMPLETE, TRUE AND ACCURATE. I UNDERSTAND THAT ANY OMISSIONS OR INACCURATE INFORMATION OF THE APPLICANT, MY AGENTS OR EMPLOYEES WILL DISQUALIFY MY APPLICATION FROM CONSIDERATION.

Applicant’s Signature:  
\[ \text{Stephen Goldner} \]
Print Name: \text{Stephen Goldner}  
Title: \text{Owner}  
Dated: \text{01/19/2021}  

Witness Signature:  
\[ \text{Aaron Fogleman} \]
Print Name: \text{Aaron Fogleman}  
Title: \text{}  

If needed additional signatures:  
\[ \text{} \]
Print Name: \text{}  
Title: \text{}
LIST OF DOCUMENTS TO PROVIDE WITH APPLICATION

(Where applicable, an attached document(s) may satisfy more than one requested document. If so, please identify the appropriate responsive Exhibit or document in the space provided.)

Application Documents

Exhibit A & B: Floor plan or drawings to scale and elevations as required by Orion Township Ordinance No. 154 with location plan showing surrounding area as required by Ordinance.
✓ Document Attached. If not, why not: ________________________________

Exhibit C: Copy of Proof of Ownership, Purchase Agreement, Lease, or options for the site where the Marihuana Facility will be operated. (If leased, signed document by owner consenting of the lease to the site for a Marihuana Facility).
✓ Document Attached. If not, why not: ________________________________

Exhibit D: Copy of map and/or other documents in response to question 15.
✓ Document Attached. If not, why not: ________________________________

Exhibit E: Copy of the Applicant’s application for license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs.

Exhibit F: Copy of operations statement, plan and or outline showing facility activities shall occur indoors and in locked building (question 21).
✓ Document Attached. If not, why not: ________________________________

Exhibit G: Copy of all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire Department showing compliance. (question 23)
✓ Document Attached. If not, why not: ________________________________

Exhibit H: Copy of plan for litter and waste removal and detailed description of ventilation system. (question 26)
✓ Document Attached. If not, why not: ________________________________

Exhibit I: Copy of plan to avoid excessive noise, dust, vibrations, glare, fumes or odors.
(1 question 27)
✓ Document Attached. If not, why not: ________________________________

Exhibit J: Copy of plan and supporting documents showing disposal of spent water and soil safety plan. (question 28)
✓ Document Attached. If not, why not: ________________________________

Exhibit K: Description of a security and safety plan as required in the Orion Township Ordinance No. 154 for Licensed Marihuana Facility. (question 29)
✓ Document Attached. If not, why not: ________________________________
Exhibit L: Any proposed text or graphical materials to be shown on the exterior of the proposed facility. (question 30)
☐ Document Attached. If not, why not: Exterior will only show building numbers.

Additional Documents

1. Copy of Articles of Incorporation or Limited Liability company or Partnership Agreement or assumed name certificate.
   ✔ Document Attached. If not, why not: __________________________________________

2. Copy of Internal Revenue Service SS-4 EIN confirmation letter.
   ✔ Document Attached. If not, why not: __________________________________________

3. Copy of Operating Agreement for LLC or Bylaws of Corporation of Partnership.
   ✔ Document Attached. If not, why not: __________________________________________

4. Staffing plan.
   ✔ Document Attached. If not, why not: __________________________________________

5. Proof of insurance showing compliance with Township Ordinance.
   ✔ Document Attached. If not, why not: __________________________________________

6. Executed Affirmation of Stakeholder
   ✔ Document Attached. If not, why not: __________________________________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I, __Stephen Goldner__________ make this affirmation in support of the
   Application for a permit with the Charter Township of Orion for a Marihuana facility
   located at __180 Premier Drive, Orion Charter Township, MI__________________.

2. I affirm that I
   a. That I am at least 21 years of age.
   b. Have never been indicted or charged with or arrested for, convicted of, plead
c   guilty, or nolo contendere to a felony or to a controlled substance related
   misdemeanor.

3. I have not previously had a business license permit or registration denied or revoked or
   suspended by Orion Township.

4. Dated: __01/19/2021________________

   ______________________________
   Print name: __Stephen Goldner____________
1. Type of Permit Requested:
   - Class "C" Grower Facility (medical)
   - Class "C" Grower Facility (adult-use)
   - Processing Center Facility (medical)
   - Processing Center Facility (adult-use)
   - Safety Compliance Facility (medical)
   - Safety Compliance Facility (adult-use)
   - Secured Transporter Facility (medical)
   - Secured Transporter Facility (adult-use)
   - Excess Grower
   - Marijuana Safety Compliance Facility (adult use)
   - [X]

   Name of Applicant: Pure Green, LLC

2. Date and Time Application accepted by Orion Township:
   Date: 1/28/21
   Time: 2:04 PM

3. Initial Application shall include nonrefundable $5,000 application fee and $5,000 annual permit fee. ($10,000.00 total) The annual permit fee is refundable if permit is denied. The annual renewal fee will be in the amount set by resolution of the Township Board of Trustees in its schedule of fees.

   $5,000.00 Non-Refundable Initial Application Fee paid on: 1/28/21
   $5,000.00 Annual Permit Fee paid on: 1/28/21

Optional Inspections —To be Completed by Orion Township Clerks Office

   Building Department Inspection Date: ___________________ Signed by: ___________________
   Police Department Inspection Date: ___________________ Signed by: ___________________
   Fire Department Inspection Date: ___________________ Signed by: ___________________
A. & B. Facility Floor Plan
C. Lease Agreement
COMMERCIAL LEASE

This lease (the Lease), is entered into on November 1, 2020, between Premier Drive Tycoon I, LLC, with an address at 1615 S Telegraph Rd, Bloomfield Hills, MI (Landlord), and Pure Green, LLC, (Tenant) on the terms and conditions listed below.

1. Description of the Premises. Landlord owns the real property, improvements and any and all structures thereon located at 180 Premier Drive, Orion Township, MI 48359 ("Premises"), consisting of approx. 72,000 square feet. Tenant shall have the right to use the Premises to conduct its daily business operations and for any ancillary or related purposes including the operation of a marijuana business.

2. Basic Lease provisions. The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

(a) Term: 10 years (See §3)
(b) Commencement Date: November 1, 2020 (See §3)
(c) Termination date: October 31, 2030 (See §3)
(d) Options: 1 option to renew for additional 10 years (See §3)
(e) Monthly installment amount: $75,000 or $12.50; per square foot; (See §4)
(f) Security deposit: $75,000.00 (See §5)
(g) Use: Tenant’s desired business operation (See §10)

3. Term. This Lease shall be for a term stated in section 2(a) commencing on the date stated in section 2(b) (the Commencement Date) and terminating on the date stated in section 2(c). The rent for the first month shall be prorated from date of occupancy, if the date of occupancy is after the first day of the month. Each succeeding lease year shall begin on the anniversary of the same date and continue until the termination of the Lease.

Provided that Tenant is not in default under this Lease at the end of the then current Lease term, Tenant shall have the right to renew the term of this Lease for the option period stated in section 2(d) by giving Landlord written notice of Tenant’s intent to renew the Lease at least 120 days before the expiration of the then current term. The renewal shall be on the same terms and conditions as in this Lease, except that the minimum rent for each renewal term shall be increased by a percentage equal to the percentage increase in the Consumers Price Index (Bureau of Labor Statistics Washington, D.C., all Cities) (CPI) during the preceding term. The percentage increase shall be determined by comparing the latest available CPI before the Commencement Date of the Lease or the prior term, whichever shall apply, and the latest available CPI on or before the expiration of the immediately preceding initial or renewal lease term. The word “term” as used in this Lease shall include any renewal term.

4. Minimum rent. Tenant shall pay to Landlord as rent the sum stated in section 2(e), payable in monthly installments due in advance, on the first day of each month during the term of this Lease. All rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset.

If Tenant shall fail to pay any amount due from it to Landlord under this Lease when that amount shall be due, a one-time late charge of $50.00 shall be assessed and thereafter the amount of rent not paid shall be subject to a service charge until that amount is paid at the lesser of the rate of 5% per month or the highest rate permitted by law.
5. Security deposit. Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum stated in section 2(f) as a security deposit. The deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term of this Lease.

If Tenant fails to keep and perform any of its covenants of this Lease, Landlord at its option may appropriate and apply the entire deposit, or so much as may be necessary, to compensate Landlord for loss or damage sustained by Landlord due to Tenant’s breach. If the entire deposit or any portion is appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant, Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the security to the original sum deposited. Tenant’s failure to do so within 5 days after receipt of demand shall constitute a breach of this Lease.

6. Taxes. Tenant shall pay or cause to be paid all real property taxes and special assessments levied against the Building including the Premises. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the Premises.

7. Maintenance and repair. Tenant shall maintain and repair and keep the Premises in good condition and repair, including the exterior windows and the electrical system. Landlord shall, at tenants expense, make all other repairs and replacements to the Building, including those of a structural or capital nature. Landlord shall, at tenants expense, enter into an annual maintenance contract with a licensed heating and mechanical firm for the maintenance of the heating and air conditioning equipment during the term. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

Tenant shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition. Tenant shall be responsible for all repairs or replacements to the Building occasioned by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

8. Utilities. Tenant shall have all utilities servicing the Premises metered in its own name and shall pay all charges and deposits for the utilities provided to or used in the Premises during the term of this Lease. Tenant shall also pay 100% of the water and sewer bill. Landlord shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of Landlord.

9. Liability insurance. Tenant shall indemnify Landlord and save Landlord harmless from any liability or claim for damages that may be asserted against Landlord by reason of any accident or casualty occurring on or about the Premises. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of an amount as recommended by Landlord’s insurance agent that, for the initial coverage, shall be not less than $1 million for injury or death to any one person, $3 million for injury or death to more than one person, and $500,000 regarding damage to property. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of any material change in or renewal of the policy. All insurance policies shall name Landlord and any persons designated by Landlord as insured parties.

Any insurance maintained by either party pursuant to this section or under this Lease shall contain a
clause or endorsement under which the insurer waives all rights of subrogation against the other party, its agents or employees, regarding losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be at Tenant's sole risk.

10. Use. Tenant shall use and occupy the Premises for the purpose stated in section 2(g) and for no other purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any State law, local ordinance, rule or regulation adopted or imposed by the City in which the Premises is situated. Tenant shall not deface or injure the Premises or the Building, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants in the Building, or permit any activity in the Premises that will result in an increase of any premium, or cancellation of a policy, for insurance on the Premises or the Building.

11. Construction of leasehold improvements. Landlord grants Tenant express consent to construct certain leasehold improvements as may be required for Tenant's use. The cost of Tenant's leasehold improvements shall be paid for by Tenant. The improvements shall be constructed in a good and workmanlike manner.

12. Operations. Tenant's operations in conjunction with the Premises shall meet the requirements set forth below.

a. Tenant shall keep all garbage and refuse in the kind of container specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

b. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in any pipes and fixtures.

c. Tenant shall keep the outside areas immediately adjoining the Premises clean and free from dirt and rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in those areas. Tenant shall water and maintain any flowers, shrubs, and trees located immediately adjoining the Premises.

d. Tenant shall only store and/or stock in the Premises goods, wares, and merchandise that Tenant intends to offer for sale at retail.

e. Tenant shall conduct its business in the Premises in a dignified manner and in accordance with high standards of store operation.

13. Restrictions on Tenant's activities. Without Landlord's written consent, Tenant shall not engage in the activities listed below.

a. Tenant shall not operate all or any part of its business in the Premises in any manner that is inconsistent with its intended use of the Premises.

b. Tenant shall not conduct any auction, fire, going-out-of-business, or bankruptcy sales in the Premises.

c. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machines or similar devices for the sale of goods, wares, merchandise, food, beverages, or service,
including, without limitation, pay telephones, pay lockers, scale, and amusement devices without Landlord's prior written consent.

d. Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas of the Building, nor shall Tenant or its employees or agents distribute any handbills or other advertising matter in or on automobiles parked in the parking area or in other common areas without Landlord's prior written consent.

e. Tenant and its employees and agents shall not park any vehicle on the Building land except in areas that are designated by Landlord for that use.

14. **Assignment and subletting.** Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the prior written consent of Landlord. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease. Landlord's right to assign this Lease is and shall remain unqualified. On any transfer of Landlord's interest in the Premises in which the purchaser assumes all obligations under this Lease, Landlord shall be free of all obligations of Landlord under this Lease and shall not be subject to any liability resulting from any act or omission or event occurring after the conveyance. Tenant agrees to recognize the transferee as Landlord, and Tenant further agrees, at Landlord's request, to execute and deliver such documents and estoppel letters as Landlord may request to assist in that transfer.

15. **Estoppel letter.** On not less than 10 days' prior written notice from Landlord, Tenant shall sign and deliver to Landlord an estoppel letter that

a. certifies that this Lease is unmodified and in full force and effect (or, if modified, states the nature of the modification and certifies that this Lease, as so modified, is in full force and effect);

b. acknowledges that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying the default if any are claimed;

c. certifies the date to which all forms of rent have been paid; and

d. certifies the amount, if any, of the security deposit paid to Landlord.

Tenant's failure to deliver such an estoppel letter within the 10 days shall be conclusive on Tenant that

a. this Lease is in full force and effect, without modification except as may be represented by Landlord;

b. there are no uncured defaults in Landlord's performance;

c. not more than one month's rent has been paid in advance; and

d. no security deposit has been paid except as may be represented by Landlord.

16. **Acceptance of Premises.** The occupancy by Tenant of the Premises shall constitute an acknowledgment by Tenant that the Premises are then in the condition called for by this Lease.

17. **Damage or destruction.** If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenantable,
the same shall be repaired as promptly as possible with the insurance proceeds unless this Lease is
terminated. In the event of damage or destruction, if this Lease is not terminated, the rent shall be abated
proportionately to the loss of use suffered by Tenant.

If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other
casualty, and the cost of restoring the Premises to its condition prior to the damage shall equal or exceed
40 percent of its fair replacement value immediately prior to the damage, or if the Premises are damaged
by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by
giving Tenant written notice of its election to do so within 15 days after the date on which the damage
occurs. On the giving of notice, the Lease shall terminate as of the date on which damage occurred and
the rent shall be adjusted to that date. In default of notice by Landlord, this Lease shall continue and
Landlord shall cause the Premises to be repaired or restored with due diligence.

18. Condemnation. If the whole or any part of the Premises shall be taken by any public authority under
the power of eminent domain, the term of this Lease shall cease on that part to be taken from the day the
possession is acquired by the public authority and the rent shall be paid up to that date. If the portion of
the Premises taken substantially impairs the usefulness of the Premises for the purpose for which the
Premises were leased, Tenant shall have the right either to terminate this Lease or to continue in the
possession of the remainder of the Premises under the terms and conditions of this Lease except that the
rentals shall be reduced in proportion to the amount of the Premises taken, and in the latter event,
Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded
for the taking shall belong to and be the property of Landlord.

19. Alterations and signage. No improvements, alterations, additions, or physical changes shall be made
on the Premises by Tenant without the prior written consent of Landlord.

Tenant agrees that it will not place or maintain on any exterior door, wall, or window of the Premises any
signs, awning or canopy, or advertising matter, or other thing of any kind and will not place or maintain
any decoration, lettering, or advertising matter on the glass of any window or door of the Premises that is
not in conformity with all applicable governmental rules and regulations and the rules and regulations of
the Building as set forth by Landlord and further, without first obtaining Landlord’s prior written
approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising
matter, or other thing as may be approved in good condition and repair at all times. Tenant further
acknowledges that Landlord may, at its option, regulate the lettering size, style, and color of Tenant’s sign
so that all signs in the Building are of a like size, color, style of lettering, and like material. Tenant agrees
that it will conform its sign to that as regulated by Landlord for the general use in the Building, regardless
of how and in what manner Tenant normally designs its name for use in its sign and further regardless of
whether or not Tenant uses the form and style of its sign as a trademark.

All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of
Tenant shall be the property of Landlord and shall remain on and be surrendered with the Premises at the
termination of the Lease; provided, however, that Landlord may require that Tenant remove the
alterations and improvements and repair any damages to the Premises caused by the removal.

20. Remedies and default. If Tenant shall default in the payment of any sums to Landlord when due and
shall not cure such default within 7 days; or if Tenant shall default in the performance of any other
covenant or condition of the Lease and shall not cure such other default within 30 days after written
notice from Landlord specifying the default; or if Tenant or its agent shall falsify any report to be
furnished to Landlord pursuant to the terms of this Lease; or in case Tenant shall be adjudicated a
bankrupt or make any assignment for the benefit of creditors; then, in any such event, Landlord may
either (a) accelerate the full balance of the rental payable for the remainder of the term and sue for such sums or Landlord may terminate this Lease or (b) reenter the Premises, without terminating this Lease, and dispossess Tenant or any other occupant of the Premises and remove Tenant’s effects and relet the same for the account of Tenant for such rent and on such terms as shall be satisfactory to Landlord, crediting the proceeds, first to the costs and expense of reentry, alterations and additions, and the expense of reletting, and then to the unpaid rent and the other amounts due during the remainder of the term. Tenant shall remain liable to Landlord for any unpaid balance.

In case suit shall be brought for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

21. Access to Premises. Landlord shall have the right to enter on the Premises at all reasonable hours to inspect and for access to the Premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises.

22. Rules and regulations. Landlord reserves the right to adopt from time to time rules and regulations for the operation of the Building that are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all those rules and regulations. Any such rules shall not dictate the days or time of business operation.

23. Waiver. The failure of Landlord to insist on a strict performance of any of the terms, covenants, or conditions of this Lease or rules and regulations of the Building shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions or rules and regulations. This Lease may not be changed, modified, or discharged orally.

24. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth above or to such other address as either party may furnish in writing during the term of this Lease.

25. Quiet enjoyment. Landlord covenants and agrees with Tenant, its successors, and assigns that on Tenant’s paying the rent and observing and performing all the terms, covenants, and conditions on Tenant’s part to be performed and observed, Tenant may peaceably and quietly hold, have, occupy, possess, and enjoy the Premises for the full term of this Lease.

26. Subordination to mortgage. Any mortgage now or hereafter placed on the Premises shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall, at Landlord’s request, execute any additional documents necessary to indicate this subordination including, if requested, an estoppel letter as set forth in section 15. If Tenant fails to supply the estoppel letter, the provisions in section 15 to cover that failure shall apply. Notwithstanding the foregoing, Tenant’s possession of the Premises under this Lease shall not be disturbed by any mortgagee, owner, or holder of note secured by a mortgage placed on the Premises, unless Tenant shall breach any of the provisions of this Lease and the lease term of Tenant’s right to possession shall have been lawfully terminated in accordance with the provisions of this Lease.
27. **Building revisions by Landlord.** Landlord reserves the absolute right at any time and from time to time to make changes or revisions in the Building, including such changes to the parking lot, driveways, signs, and sidewalks, by making additions to, subtractions from, or rearrangements of the improvements in the Building, as long as the revisions do not materially affect Tenant’s use of the Premises.

28. **Holding over.** If Tenant remains in possession of the Premises after the expiration or termination of the Lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to month-to-month tenancy, except that the rent shall increase to 2 times the rent owing at the end of the lease term. The month-to-month tenancy shall be cancelable by either party on 30 days’ written notice to the other.

29. **Recording.** Tenant shall not record this Lease without the written consent of Landlord; however, on the request of either party the other party shall join in the execution of a memorandum or so-called “short form” of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall describe the parties, the Premises, and the term of this Lease and shall incorporate this Lease by reference.

30. **Captions and headings.** The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

31. **Applicable law.** This Lease shall be construed under the laws of the state of Michigan. Venue for any disputes under this agreement shall lie in **Oakland**, Michigan. If any provision of this Lease or the application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

32. **Successors.** This Lease and the covenants and conditions shall inure to the benefit of and be binding on Landlord, its successors, and assigns and shall be binding on Tenant and permitted assigns of Tenant.

33. **Effective date.** The parties have caused this agreement to be signed and shall be effective as of the day and year first above written.

*(signature page to follow)*
IN WITNESS WHEREOF, the parties have respectively signed and sealed this Lease as of the day and year first above written.

LANDLORD
Premier Drive Tycoon I, LLC
Signature: __________________________
Name: Daryl Heller
Title: Owner

TENANT
Pure Green, LLC
Signature: ________Stephen Goldner________
Name: Stephen Goldner
Title: CEO
D. Zoning Survey
Residents

Map showing the distance between two locations.

Measure distance
Click on the map to add to your path
Total distance: 2,649.40 ft (807.54 m)
F. Operations Plan
PURE GREEN, LLC
Business & Operations Plan

PREAMBLE:
Pure Green, LLC ("Applicant") will strictly comply at all times with applicable state law and local ordinance codes, including rules and emergency rules that may, from time to time, be promulgated by the state or Orion Township. All business activities will take place indoors in a locked facility. Applicant has retained a law firm with established expertise in Michigan marihuana law to ensure continuing education and compliance with the laws as they evolve. The statements made in this application are made with a clear and thorough understanding of state and local requirements as they exist on the date of application, but the operations of Applicant will be amended to comply with all future derivations of the state and municipal laws.

I. OVERVIEW
Applicant is a Michigan limited liability company formed to operate twenty four (24) commercial marihuana GROWER (Class C) facilities whose primary mission is to provide a source of high-quality marihuana to processors and provisioning centers across the state of Michigan.

II. ADMINISTRATION
A. Location & Zoning
   i. Buffers

   a. The distances described are measured horizontally between the nearest property lines.

   b. The facility is not within 1,000 feet of any educational institution or school, college or university, church, house of worship or other religious facility, licensed child care, preschool, public library, or public or private park.

   ii. Applicant is leasing the property pursuant to the attached lease and the owner/lessor of the property authorizes the use of the property as a marihuana facility in the lease agreement, which is attached.

B. Organizational Structure
   i. Pure Green, LLC ("Company") is organized as a Michigan limited liability company and is in good standing.

   ii. The members, owners, directors, officers, and managers of the Company are:
       Stephen Goldner, Member-Manager
       4761 Tara Ct,
       West Bloomfield, MI 48323
There are no other named officers or employees of the Company at this
time, and Applicant will supplement its application and notify the
municipality if and when this changes.

iii. The members, owners, directors, officers, and managers of Applicant meet all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance.

a. No member, owner, director, officer, manager or any person having an ownership interest in the application has an interest in a secure transport facility license or a safety compliance facility license.

b. The Applicant meets all eligibility requirements to own and operate a marihuana grower facility as set forth in state law and local ordinance

iv. The Applicant has never applied for been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked or not renewed.

C. Permits & Licenses

i. This Business and Operations Plan is submitted as an addendum to the applications for Ten Orion Township permits to operate a business and the Orion Township special use/site plan application.

ii. All operations in this Business and Operations Plan will comply with regulations issued by the Department of Licensing and Regulatory Affairs (LARA).

iii. Applicant intends to apply for, obtain, operate, and comply with a state license to operate a grower facility under the MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MRTMA and all applicable permits and licenses from Orion Township.

v. Upon granting of a permit to operate a grower facility, Applicant will prominently display the original Orion Township permit at the Permitted Premises in a location where it can be easily viewed by the public, law enforcement, and administrative authorities.

vi. At all times the facility will hold a valid local Permit and State Commercial Marihuana Facility License for a Grower.

vii. In addition to complying with the Orion Township Ordinance Authorizing and Permitting Commercial Marihuana Facilities, Applicant will comply with all Township Ordinances, including without limitation, the Township Zoning Ordinance, as well as the requirements of the County Road Commission, County
Building Inspector, County Drain Commissioner, District Health Department, Soil Erosion Officer, County Conservation Service, area fire departments, Michigan Department of Natural Resources, Michigan Department of Environmental Quality, and any other applicable township, county, state and federal statutes.

viii. Applicant will have available, at all times, documentation that local and State sales tax requirements, including any requirement for a license, are satisfied.

ix. Applicant will provide updated operational and security plans to Orion Township upon request and prior to any proposed changes in its operations.

D. Inspections

i. Applicant will provide access to the facility for inspection to any federal, state, or local law enforcement officer to ensure compliance with the permit.

ii. Applicant consents to inspections as required in the MMFLA and pursuant to the Orion Township ordinance.

III. OPERATIONS

Applicant proposes ten (10) state-licenses in a single marihuana grower facility for the cultivation, drying, trimming, curing, and packaging of marihuana for sale to a processor or provisioning center pursuant to the requirements and restrictions of the Marihuana Facilities Licensing Act, PA 281 of 2016, and all future derivations thereof. This facility will be located in a secure industrial facility.

A. Compliance with State Regulations

Applicant will meet all operating regulations established by LARA and the Marihuana Licensing Board for Growers, including without limitation, any standards, procedures, and requirements for:

i. quality control
ii. chain of custody
iii. marihuana storage
iv. waste disposal
v. labeling and packaging
vi. storage of chemicals

B. Description of the Facility

Applicant’s facility will be used exclusively for the cultivation, drying, trimming, curing, and packaging of legal usable marihuana for sale to processors or provisioning centers.

C. Entry to Facility

Generally, the public will not be allowed entry to the facility. Notwithstanding the forgoing, Applicant will not allow entry to the facility to anyone under the age of 18.
D. Employees
Applicant anticipates having between fifteen (15) and (65) full and part-time employees, as many as possible of whom will be local community residents. None of Applicant’s employees will be registered primary caregivers during the employment with Applicant. Please reference the staffing plan for a detailed list of potential positions.

E. General Policies
   i. Applicant will only sell or transfer marihuana to a processor or provisioning center.

   ii. Applicant will only use secure transporters in the distribution or exchange of marihuana or currency with processors or provisioning centers.

   iii. Applicant will not promote the unlawful use of marihuana or any other drug or provide or otherwise make marihuana available to any person who is not legally authorized to receive Marihuana under state law.

   iv. No owner, the Applicant, or any employee of Applicant will grow marihuana in the Permitted Premises for his or her own use.

   v. The following activities are prohibited on the Permitted Premises:
      a. the sale, consumption, or use of alcohol, or controlled substances;
      b. smoking or consumption of marihuana.

F. Cultivation Plan
   i. Propagation
      a. Lighting
      b. Watering
      c. Nutrient Application
      d. Integrated Pesticide Management
   ii. Harvesting and Trimming
   iii. Drying and Curing
   iv. Packaging
   v. Distribution
      a. All marihuana products will be validated from a verified transport manifest, created from the statewide monitoring system. The manifest includes a detailed form with the number of packages and detailed content for confirmation/validation with secure transporters and purchasers of the shipment (processors or provisioning centers).
      b. Each transport shipment will be processed in the following manner:
         1. Entry of shipped inventory into the statewide monitoring system.
         2. Confirmation with Secure Transporter of valid and verified transport manifest, including product count, weight of each package or item
c. State certified scales will be used to verify and weigh all marihuana, in whatever form.

G. Inventory Management

i. Applicant will not control or have on the Permitted Property an amount of marihuana plants or usable marihuana that exceeds any amount permitted by the state License or the Township permit.

ii. Tracking and Monitoring
Applicant will use a third-party inventory control and tracking system to interface with the statewide monitoring system. The third-party inventory control and tracking system will have the capabilities necessary to comply with the requirements applicable to a grower licensee:

- a. Track all marihuana plants and packages;
- b. Track lot and batch information throughout the entire chain of custody;
- c. Track transportation of product;
- d. Track marihuana waste;
- e. Track all marihuana product transfers;
- f. Track sales and returns;
- g. Track marihuana plant, batch, and product destruction;
- h. Perform batch recall tracking;
- i. Report and track loss, theft, or diversion of marihuana products;
- j. Receive testing results electronically from a safety compliance facility;
- k. Provide access to state agencies and law enforcement as required;
- l. Report all inventory discrepancies.

iii. Applicant will enter all transactions, current inventory, and other information into the statewide monitoring system as required by the MMFLA, the Marihuana Tracking Act, and any associated regulations.

iv. Inventory reconciliation - At the end of each day, physical inventory counts will be reconciled with the third-party inventory control and tracking system.

v. Returns

H. Quality Control

i. Sampling (by Licensed Safety Compliance Facility)

ii. Batch Testing (by Licensed Safety Compliance Facility)

iii. Transport to Safety Compliance Facility (by Secured Transporter)

I. Signage and Advertising
i. Applicant has no proposed signage at this time, but will amend this plan accordingly and provide the township with its sign permit application if and when it does wish to propose signage.

ii. Applicant will not display pictures, photographs, drawings or other depictions of Marihuana or Marihuana Paraphernalia on the outside of the Permitted Premises, nor will such pictures, photographs, drawings, or other depictions of Marihuana or Marihuana Paraphernalia be visible outside of the Permitted Premises on the Permitted Property.

iii. The words "Marihuana," "or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana will not appear on the outside of the Permitted Premises, nor will "Marihuana," "or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana be visible outside of the Permitted Premises on the Permitted Property.

J. Visibility of activities
i. All activities of the facility, including without limitation, the cultivation, harvesting, trimming, drying, curing and packaging of Marihuana, and all other related activity permitted under Applicant's License or Permit will occur indoors.

ii. No marihuana or paraphernalia shall be displayed or kept in the facility so as to be visible from outside the Permitted Premises.

K. Security
i. Plan
Applicant will maintain, at all times, a centrally-monitored security and alarm system on the premises that meets or exceeds state regulatory requirement.

Applicant will maintain policies and procedures to include:

a. Regular drills of the security protocols and emergency plans;
b. Controlled and restricted access to the Permitted Property and Permitted Premises to employees, agents, and owners of Applicant, and law enforcement or state or local authorities as necessary to ensure Applicant's compliance with state and local laws.
c. Internal and external cameras with 24-hour monitoring and off-site recording;
d. Installed panic buttons
e. Limitations on the amount of currency and marihuana stored onsite;
f. Cooperation and coordination with local law enforcement;
g. Permitted premises will only be able to be accessed through a combination of security locks and access codes; and
h. The ability to remain operational during a power outage with battery back-up.

ii. Security Surveillance Cameras
Security surveillance cameras will be installed to monitor all entrances, along with the interior and exterior of the premises, which will capture all areas of the property unless otherwise prohibited by law, including unobstructed video surveillance of all enclosed areas, unless prohibited by law, including all points of entry and exit that shall be appropriate for the normal lighting conditions of the area under surveillance.

iii. Security Recordings and Documentation
   a. All security recordings and documentation will be preserved for at least 30 days and made available upon request by any law enforcement.

iv. Robbery and Burglary Alarm System
Applicant will employ an alarm system that meets state requirements and obtains state approval. Specifically,
   a. Applicant will employ a centrally alarmed and monitored security system that will be monitored 24 hours a day, 7 days a week for the Permitted Premises pursuant to the attached service agreement.
   b. There will be a perimeter alarm on all entry points and perimeter windows of the Permitted Premises.
   c. A failure notification system will provide an audible, text, or visual notification of any failure in the surveillance system. A panic button and alarm will directly notify the local law enforcement agency having primary jurisdiction.

v. Storage of Marihuana and Currency
   a. Applicant will store usable marihuana that is not otherwise in the process of being dried, trimmed, cured, packaged, or distributed including packaged and un-packaged usable marihuana, and currency in a secured locked safe that is permanently affixed to the premises.

I. Ventilation Plan/Air Filtration System
   i. Applicant’s facility operation and design will provide sufficient measures and means to minimize any impact to adjacent uses, including the control of odor by maintaining and operating an air filtration system so that no odor is detectable outside the Permitted Premises.

   ii. Applicant’s equipment and methods to control odor include a comprehensive air filtration system, consisting of
       a. Activated Carbon Filters.
       b. Heavy Duty Ventilation Fans.

   iv. Details and specifications of the equipment used for Applicant’s ventilation and air filtration plan are attached.
v. The total enclosed space in which harvested marihuana will be stored amounts to approximately 300 sq. feet. Applicant will use an advanced filtration system rated appropriately for the area.

vi. The air filtration system will be maintained in working order at all times and will be in use at all times. Filters will be changed a minimum of once every 365 days.

vii. In addition to the use of an air filtration system, Applicant will mitigate odors by keeping doors and windows closed at all times, except the minimum amount of time needed to allow ingress and egress to the building.

M. Toxic/Flammable/Hazardous Materials
i. Applicant's use of toxic, flammable, or other harmful, hazardous, or combustible materials will be limited to plant nutrients and pesticides and cleaning products. The facility may use the following nutrients and pesticides:

   a. CocoTech Bloom A
   b. CocoTech Grow A
   c. CocoTech Premier Nutrient
   d. FloraBloom Nutrient System
   e. FloraGrow Nutrient System
   f. Golden Tree Plant Food.
   g. Nutra Green 5-10-5 plus Micronutrients Foliar Spray
   h. Diatomaceous Earth
   i. Neem Oil
   j. PyGanic Pro Pyrumethrin 5% MGK Miticide

ii. The facility may use the following commercial cleaning products, along with the following household products: materials regulated by government agencies:

   a. Ultra Dawn Lemon Dish Soap
   b. Nature's Source Toilet Bowl Cleaner
   c. Fantastik Antibacterial Heavy Duty All Purpose Cleaner
   d. Windex Original Glass Cleaner
   e. Novo Foaming Instant Hand Sanitizer
   f. QuickSan Food Contact and Surface Sanitizer

iii. The materials will be stored in secured and ventilated cabinets. All combustible or reactive materials will be stored separately.

iv. Materials will be handled, stored, and disposed according to specifications in each Material Safety Data Sheet.

v. Material Safety Data Sheets are attached. (Exhibit “4”).
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA and applicable local ordinance guidelines to prevent the waste marihuana from being possessed or ingested by any person and animal.

i. Applicant’s current, preliminary waste disposal plan consists of shredding and grinding damaged and unusable plants, roots, seeds, stalks and harvested marihuana and mixing it with one of several lawful over-the-counter products, such as sawdust or cat litter to render it unusable, unrecognizable, and unpalatable, and then discarding in secured bags as part of its solid waste disposal.

ii. The State of Michigan’s Marihuana Licensing Board may require or suggest as a part of its regulations, expected sometime in November, one or more alternative waste disposal options including, but not limited to, waste disposal through the secured transporter system, waste mitigation through THC extraction methods (rendering the marihuana waste product inert) or some other method. Applicant warrants that it will comply with all state and local requirements as to waste disposal, but further commits to its current preliminary plan to render all marihuana waste unrecognizable, unusable and inaccessible regardless of state or local requirements.

IV. COMMUNITY RESPONSIBILITY AND CONCLUSION
Although marihuana has been used as a medicine across the globe for hundreds of years, its commercial production and sale is new to us, this state, and your community. We appreciate the opportunity to show Orion Township that Marihuana can be safe and accessible to a community while providing jobs and local economic growth. We look forward to being productive and responsible community partners, and will work with the Township toward that goal.
G. Township Permits & Compliance
Charter Township of Orion

2525 Joslyn Rd  Lake Orion, MI 48360   PH 248.391.0304 Ext 6000

BUILDING DEPARTMENT

SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE
http://AccessMyGov.com


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<tr>
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<td>MOLLICONE, JAMES P 14445 BARBER WARREN MI 48093</td>
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Work Description: Building B  
Heat <250,000 (5), Heat >251 (26), Ducts (3), A/C (3), each additional ion (286), unit heater (25) and registration

Stipulations:

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Fee Total:  6,875.00

Inspector:
BRIAN CLAYCOMB
(248) 830 9005
mechinspector@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion

2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

BUILDING DEPARTMENT

SCHEDULE INSPECTIONS
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<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
<td>BRIVAR CONSTRUCTION COMPANY 7258 KENSINGTON ROAD BRIGHTON MI 48116</td>
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Work Description: Interior build out of existing "Building B" shell for operation as a grow and cultivation facility

Stipulations:

Estimated Cost: $6000000.00

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Fee Total: $0.00

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Charter Township of Orion
2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT


Type of Construction: 
Occupancy Group: 
Edition of Code: 2018 NEC

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<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
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Work Description: Wiring grow facility

Stipulations:

Estimated Cost: $0.00

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Inspector: BILL HYDER
(248) 866 3373
electricpector@oriontownship.org

Fee Total: 0.00

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NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion

BUILDING DEPARTMENT

FIRE SUPPRESSION

PFS20-021

SCHEDULE INSPECTION

Please call the Fire Department
248-978-5143

Type of Construction: ____________________________ Occupancy Group: __________ Edition of Code: ________________________

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<td>O-09-35-477-001</td>
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Work Description: Building B
Fire Suppression -
Please contact Jeff Williams to schedule your inspection.

Stipulations:
Estimated Cost: $0 00

Inspector:
Jeffrey Williams
jwilliams@unitytownship.org

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Charter Township of Orion
2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

BUILDING DEPARTMENT

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Work Description: Underground plumbing for grow rooms and sanitary lines for new bathroom group, hot and cold city water.

Stipulations:

Estimated Cost: $0.00

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<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
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<td>DISTRIBUTION</td>
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<td>ADDITIONAL 100 FT.</td>
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<td>500.00</td>
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</tbody>
</table>

Fee Total: 0.00

Inspector:

TOM KATICH
(248) 343 2012
plmbinspector@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS
H. Litter & Waste Removal Plan
Litter & Waste Removal Plan

All biological waste product will be rendered unrecognizable by grinding it in an industrial grinder and combining it with other non-consumable solid waste, including the media in which we cultivate plants, Rockwool. The inclusion of inert material renders the combined solid waste unusable. All waste will be stored in a locked dumpster that is emptied at minimum once per week.

The company intends to employ particulate filtration in areas where waste is stored and processed, which minimizes potential exposure and impact to the outside environment. The facility, which is designed around large water chillers, is designed to circulate air rather than ventilating it. This process helps to avoid excess exposure of odors to the surrounding community.
I. Noise, Dust, Vibrations, Glare & Fumes Plan
Noise, Dust, Vibrations, Glare, Fumes or Odors Plan

Excessive Noise, Dust, Vibrations, Glare and Marijuana odors emanating from our facilities are a valid concern for the community and our neighbors. This plan details the measures deployed to ensure that minimal noise, dust, vibration, glare, fume or offensive odor is emitted from the facility, the response if it occurs, and that the measures remain effective over time.

This plan is our commitment to the Orion Township that we will be in compliance with regulations of the city and the administrative rules and that we will not operate in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property.

We will not vent noxious dust, odors, gases or fumes to surrounding areas.

We will mitigate dust and noxious odors by engaging in the following activities:

1. Adequate design measures to seal the building;
2. Utilizing a heating, ventilation, and cooling (HVAC) System designed to move an appropriate amount of air (cfm) throughout the facility to disperse odors;
3. Using industry leading MERV-13 HEPA filters in addition to FILTR, Blue Zone & Puradigm units in each room throughout the facility.

I. DESIGN MEASURES TO SEAL THE BUILDING

We intend to renovate our building in a manner that focuses on effectively sealing all interior rooms and exterior access points. Each room is enclosed in 12”, interlocking insulated panels which are designed to form an airtight seal. For additional protection, butyl caulk is applied at each joint to accommodate any flaws in the panels.

Caulk is also applied to seal any openings into the panels, including plug outlets, doorways, sprinklers, and anything else that could allow air flow. Our doors are fiberglass, weather stripped and employ a drop seal to press additional weather stripping against the floor when closed to maximize the seal all the way around.

II. MERV-13 HEPA FILTRATION SYSTEM

The purification of air throughout our facility is a top priority for both the health of the plants and the environment we subject our employees and the local community to. In an effort to target and reduce contamination, mold, bacteria, odor, dust, and fumes, we employ a variety of filtration systems in all rooms where marihuana plants are grown.

Each room will utilize clean room grade HEPA filtration units filtering down to 0.01μm and providing up to 5 complete air changes per hour. These units also utilize a carbon filter which focuses directly on the removal of smells and volatile organic compounds.

In addition to the HEPA filters, each room will have Puradigm units to help reduce airborne and surface contaminates, and Agrify Bluezone UV filtration units, known to destroy 99.99%+ of both bacteria and mold. Both of these systems aid in odor elimination and containment.
As filters age, they become clogged with impurities, and ultimately less effective. As such, we will develop a maintenance schedule to inspect the filtration units regularly and to replace them per the manufacturer's recommendation or at an expedited pace based on their usage in these environments.

III. VIBRATION MITIGATION
Exterior mounted cooling equipment is mounted on isolation pads to dramatically reduce vibrations that would otherwise be created by such large equipment.

IV. EVALUATING THE EFFECTIVENESS OF NOISE, DUST, VIBRATIONS, ODOR & FUME CONTROL MEASURES

Key site leadership roles will be trained to assess the production and escape of odors, dust, fumes and glare from the facility. We also anticipate a strong and friendly relationship with the local communities and will welcome feedback about any exhaust from the building. Should these assessments or the community ever determine that our levels are beyond acceptable, we will re-evaluate this plan and engage professionals to further refine our practices and properly mitigate the problem.
J. Spent Water & Soil Safety Plan
Spent Water & Soil Safety Plan

Wastewater Treatment Plan:
Wastewater generated during the cultivation of marihuana or marihuana products shall be disposed of in compliance with all applicable state and local laws and regulations. Despite the amount of water used in the cultivation process, there is very little water waste. The majority of water is used by the plants or evaporated out of the collection dishes upon which the plants sit. Any water that is used to rinse the plants or clean the facility or for any other purpose shall be rendered clean through both reverse osmosis and UV light after standard filtration methods, and either reused by the facility or discharged through a monitoring manhole where it can be monitored to comply with all local ordinances.

The Cultivation Facility will include an Ecowater RO purification system. Ecowater Purification Systems are the leading water filtration manufacturer in the industry, helping cultivators diagnose and solve every water problem imaginable. Ecowater designs systems to treat any water source including city water, well water, nutrient runoff water, wastewater, and condensate runoff.

Soil Safety Plan
The cultivation facility will not use soil—instead, all media for the purposes of growing plants will be rockwool, a lightweight hydroponic substrate made from spinning molten basaltic rock into fine fibers which are then formed in a range of cubes. This product will be disposed of through the grinder and mixed with biological waste in a locked dumpster.
K. Security Plan
SECURITY PLAN

Pure Green is committed to being a leader in Michigan’s cannabis industry and a trusted resource for the communities, consumers and clients we service. Essential to fulfilling this commitment is our ability to effectively protect our product from criminal repurposing throughout the facilities.

This Security, Surveillance and Diversion Prevention Plan details the physical and electronic security measures we employ to deter, detect, and inhibit the theft, diversion, and loss of Marijuana, and to prevent unauthorized conduct with respect to the storage and dispensing of Marijuana.

We have extensively researched and designed our Grow Facility to maximize security. The facility shall be built with enhanced security and stringent safety features to eliminate any potential for diversion. Our facility will be equipped with numerous motion sensors and exterior intrusion sensors that will be linked to local law enforcement. To prevent unauthorized entry and stop diversion, theft, or loss of marijuana, every square inch of the facility shall be continually monitored by high definition security cameras and commercial-grade equipment. Security systems will be positioned so they closely monitor activities at strategic risk points and watch for any strange behavior or movement. Marijuana shall not be visible to any person from the exterior of the Grow Facility.

We will create a culture of responsibility, accountability, and strict security surrounding all aspects of the facility. The stringent operating procedures outlined below demonstrate a commitment to employee and public safety above all other operating values. From receipt to sale, we are committed to preventing diversion by implementing a comprehensive security strategy. Employees will be extensively trained to understand that security is a primary obligation for everyone at our facility.

We will have comprehensive security policies and procedures for the Grow Facility, which address measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the facility. Employees will receive on-going training regarding our security protocol and the Site Manager shall ensure all employees follow policies and procedures regarding the security of the facility. The Site Manager shall implement and maintain employee training policies and procedures for security training. All employees shall aid in the security of the Grow Facility through prevention, awareness, reporting, and responsible incident management. All employees shall be required to immediately report security breaches and incidents of non-compliance to their supervisor, and in case of sudden emergency, immediately to law enforcement by either striking a panic button or calling law enforcement directly.

We will make our facility available and open to inspection, at all times, for law enforcement, representatives of the Department and law enforcement, when necessary to perform their duties.

PHYSICAL SECURITY

The facility shall be designed to maximize security and stop the potential for diversion. Access to the secure facility shall include safety and security mechanisms that prevent unauthorized entry. All doors will be burglary-resistant material, with commercial-grade, non-residential locks. Additionally, exterior doors, as well as limited access area entries, will be automatic locking and equipped with electric strike and keycard access hardware. All doors are setup to fail secure, which means in the event of a power failure, the doors will remain locked and only be accessible via a master key.
The Grow Facility’s main entrance vestibule shall include a mantrap to control passage from the public access area to the limited access area. We will strive to install Underwriter’s Lab (UL) approved locks and lock cylinders, which are rated as burglary resistant. We will also install local alarms on all fire exits and other perimeter doors not authorized for employee or visitor use. Our alarm system will be monitored after business hours with live monitoring through a licensed security monitoring company. If there are ever any after-hours issues, the live monitoring system will be linked directly to law enforcement and the Site Director, among other key personnel.

We shall ensure that trees, bushes, and other foliage outside of the premises do not allow people to conceal themselves from sight. The surveillance system’s cameras shall be capable of certain identification of persons (including facial features), license plates, vehicles, the immediate surrounding areas, and any activities occurring within any area of the premises, and the parking area, and within twenty feet (20') of all entry and exit points of the premises. Cameras will cover every square inch of the facility.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.

LIGHTING

Exterior lights at all points of entry and exit shall remain constantly illuminated to allow for recording. Lighting on the outside perimeter shall allow cameras the ability to record any suspicious activity. Timed-delay switches shall be used to turn off non-essential interior lights, which shall not remain lit after employees have left the facility. Motion detecting lights shall be installed in areas that are entered and exited infrequently. The exterior of the facility shall be lit by commercial LED light fixtures sufficient to facilitate twenty-four-hour surveillance. Exterior lights in the parking area will remain on from dusk to dawn.

SECURITY EQUIPMENT

Our security equipment shall be designed, installed, and maintained to deter and prevent unauthorized entrance and theft of marijuana products at the facility. Security equipment shall be installed by a commercial, licensed service provider. All equipment shall be compliant with Department rules and all state and local laws, regulations, ordinances, and other requirements.

ENTRY AND EXIT ELECTRONIC EQUIPMENT AND PLACEMENT

Our entry and exit electronic access equipment will consist of the following:

- Electric strike locks on all doors in the Grow Facility with the ability to override access control for emergency exit even during a power outage.
- RFID proximity card access control devices for all interior doors and all exterior entrances and exits into the Grow Facility.
- Access control system that allows for programming or uploading individual user permissions and allowed entry times, as well as operations-specific information including employee photos.
- A backup power supply system that immediately provides power for at least twenty-four (24) hours in the event of a power outage.
- Main system operating equipment will be kept in the security room, a limited access area.
• Access control system that monitors and records:
  o Identification of employees or visitors entering and exiting.
  o Date and time of entry and exit.
  o Length of time in specific area.
  o Any unauthorized attempts for access.

ALARM SYSTEM

We shall have a professionally monitored security alarm system installed at our facility. Monitoring of the alarm system shall be twenty-four (24) hours a day, seven (7) days a week. We shall notify the Department of any intent to change our security alarm service provider. Upon request, we will make available to the Department all information related to the alarm system, monitoring, and alarm activity. The alarm system shall consist of the following:

• Appropriate equipment necessary to monitor activity inside and outside the Grow Facility, including:
  o All entrances and exits.
  o Roof hatches.
  o Rooms with exterior windows.
  o Rooms with exterior walls.
  o Rooms containing marijuana.
  o Rooms containing safes or vaults.

• A backup power supply system that immediately provides power in the event of a power outage.

• Main system operating equipment is kept in the Main Office Surveillance/IT Room, a limited access area.

• All telephone junction boxes or rooms where alarm telephone circuits terminate are locked, tamper-protected, and all labels or tags identifying these alarm circuits have been removed.

ALARM SYSTEM COMMUNICATION

The alarm system shall include an electronic or mechanical system that, upon activation, is programmed to send a prerecorded voice message, via telephone, radio frequency, or other communication system, to appropriate law enforcement authorities or other emergency services. In addition, the alarm system shall be equipped with a failure notification system that notifies the alarm monitoring service provider of the system failure via audio, text, visual, or audiovisual message, within a maximum of five (5) minutes of such failure.

ALARM SYSTEM TESTING

We shall bi-annually conduct an onsite inspection and test of the entire alarm system to determine needed repairs and adjustments.

ALARM SYSTEM RECORDS

We shall keep and maintain alarm system records and will make available to the Department all
information related to the alarm system, monitoring, and alarm activity. These records shall include the following:

- The name of the alarm installation and monitoring service provider.
- Copies of service contracts.
- A map of the Grow Facility showing the location and operation of each alarm system component including alarm telephone circuits.
- A list of authorized users.
- Manufacturers’ instructions for operating and maintaining the equipment.
- Testing and maintenance logs.
- Reports of any incidents triggering an alarm.
- Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

SURVEILLANCE SYSTEM

We shall have a fully operational electronic surveillance system installed at our facility. We shall notify the Department of the intent to make any changes to the surveillance system. Upon request, we will make available to the Department all information related to the electronic surveillance system installed at our facility. The surveillance system shall consist of the following:

- Appropriate equipment necessary to video record activity inside and outside the Grow Facility, including:
  - All entrances and exits into and out of the Grow Facility.
  - Roof hatches or skylights.
  - Rooms with exterior windows.
  - Rooms with exterior walls.
  - Rooms containing safes or vaults.
  - All entrances and exits of security rooms and limited access areas.
- Appropriate equipment to record keycard entry and exit activity of all our employees and visitors.
- A backup power supply system that immediately provides power in the event of a power outage.
- A dedicated safe or vault to store all entry/exit records and video recordings in the Office Surveillance/IT Room, in a limited access area.
- Main system operating equipment is kept in the main office Surveillance/IT Room.

VIDEO SURVEILLANCE EQUIPMENT

Our video surveillance equipment will consist of the following:

- Network video recorders with a record rate of a minimum of thirty (30) frames per second.
- Cameras with a minimum resolution of 1920 x 1080 pixels.
- Cameras with infrared capabilities to capture images in low or no lighting conditions.
- Cameras with capabilities to identify activity occurring within twenty feet (20’) from all points of entry and exits into and out of the exterior of the Grow Facility.
- Video monitors.
- Digital archiving device.
- Capabilities to produce a color still photograph from any camera image, live, or recorded.
- Capabilities to accurately display the time and date on recorded images or video
- Color printer that can immediately produce a clear, color still photo, either live or recorded, with a resolution of 9600 dpi and the image quality is relative to the camera being used to capture the image.

CAMERA COVERAGE PLACEMENT

We will install at least One Hundred (100) security cameras. The security cameras will be permanently mounted and in a fixed location. Each camera at the Grow Facility shall be placed in a location that allows the camera to clearly record activity occurring within twenty feet (20’) of all points of entry and exit on the Grow Facility. The cameras will cover every square inch of the facility. The cameras shall allow for the clear and certain identification of any person, including facial features, and activities, including sales or transfers, in all areas of the Grow Facility. The security cameras shall monitor and record all areas of the Grow Facility including:

- All areas where marijuana or products are present, including activities related to:
  - Weighing, packaging, and labeling.
  - Storing, preparing for sale, loading/unloading, or moved within the Grow Facility.
  - Waste Disposal
- Limited-access areas and security rooms, including transfers between rooms and areas.
- Areas storing a surveillance system storage device with at least one (1) camera recording the access points to the secured surveillance recording area.
- All entrances and exits into and out of the exterior of the Grow Facility, recording both indoor and outdoor vantage points.
- Outdoor trash receptacles.
- Roof hatches or skylights.
- Rooms with exterior windows.
- Rooms containing safes or vaults.
- All areas where cash is counted, transferred, or stored.
- All areas where records are stored.

Cameras shall not be installed in bathrooms or any other area where a legitimate expectation of privacy exists. Camera placement shall ensure:

- Visibility of activities is not obstructed by lighting equipment covers, fixtures, or other equipment.
- A clear and certain identification of all individuals and activity at the Grow Facility.
• Identification of activity occurring within twenty feet (20') from all points of entry and exit into and out of the exterior of the Grow Facility.

SURVEILLANCE FAILURE NOTIFICATION

The surveillance system shall include a failure notification system that alerts the Site Director and other key site personnel of any interruption in surveillance and/or the complete failure of the monitoring system. The notification shall be within a maximum of five (5) minutes of such failure via audio, text, visual, or audiovisual message. Additionally, an alarm shall signal the Security Officer on duty whenever an unauthorized entry is attempted.

SURVEILLANCE TESTING

We shall ensure that the surveillance system is properly maintained for playback quality so that images can be seen and the identity of all individuals and activity in surveillance areas are captured. We will schedule and oversee all required maintenance of security equipment in accordance with manufacturer recommendations. Any equipment failure identified shall be corrected as soon as possible. All security equipment shall be in good working order and shall be inspected and tested at regular intervals.

INFORMATION TECHNOLOGY SECURITY

We shall ensure the security of our hardware, software, data, and communications networks, including the following information technology (IT) maintenance:

• Software registration.
• Security patches.
• Malicious software prevention.
• Account management.
• Security status and network access monitoring.
• Disposal and redeployment.
• Employee IT security training.
• Vulnerability assessments.

Access to protected information shall be restricted to essential employees only. Access may be granted to authorized representatives of the Department and other government officials if necessary to perform their official duties. Examples of protected information include:

• Security and cash management procedures.
• Asset and inventory lists.
• Network data.
• Floor plans of critical areas.
• Password and code records.
• Customer records.
• Employee records.

PRODUCT SAFETY AND SECURITY

We shall develop and implement procedures that ensure product safety and security and are compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures shall include measures that:

• Minimize the risk of diversion or theft of marijuana.
• Minimize the risk of contamination from incoming materials.
• Ensure proper storage conditions that maintain the quality and purity of our marijuana products.

MATERIAL RECEIVING

All deliveries shall be verified at the front entrance to the facility before allowed access to the loading areas. All materials received will be documented. No material may be received unless its shipping documentation matches the corresponding purchase order or separate approval is given by the Site Manager. Employees shall notify the Site Manager of any shipment discrepancy immediately and shipment may not be accepted without the Site Manager’s approval.

PRODUCT STORAGE SECURITY

Storage areas shall be designed to provide adequate lighting, ventilation, temperature, humidity, space, and equipment. All storage areas shall be maintained in a clean and orderly condition, free from infestation of pests, and in accordance with our security measures and Security Plan. The Grow Facility Manager shall ensure secure containers containing marijuana products remain dry, well ventilated, have temperature-control features to avoid extreme temperature fluctuations and appropriate odor-control features. These proper storage environments ensure product storage does not lead to product contamination or loss of quality.

The storage areas containing marijuana products shall be designed for security and ease of maintenance. We shall establish product storage and security policies and procedures compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Under no circumstances may any product be transferred without following our policies and procedures and all the rules set forth by the
Department and all applicable state and local laws, regulations, ordinances, and other requirements. Storage policies and procedures shall include:

- All equipment and any areas used for the processing or storage of marijuana shall be securely locked unless in use.
- All areas used for the storage of marijuana shall be on a time lock and only accessible during regular business hours.
- Inventory shall be reviewed and documented at the beginning and close of each day.
- All areas where marijuana product is stored will be monitored by the surveillance system.

DIVERSION PREVENTION

Investigation of possible diversion and developing policies to prevent it will be conducted by a team of our senior officials, including our CEO, COO, and Director of Compliance. Collectively, they will be known as the Diversion Prevention Team or DPT. The team will have multiple responsibilities including:

- Investigating allegations of diversion
- Developing policies and procedures to prevent diversion
- Managing performance improvement measures
- Providing overall direction for the program.
- Reporting confirmed cases of diversion to law enforcement

The DPT will also integrate information from external sources and environmental factors to improve safety and security at facilities. External sources and environmental factors may include news reports, trade and patient associations, law enforcement bulletins, et cetera. Standard operating procedures shall be updated to incorporate new sources of information and prevent diversion.

WORKING WITH LAW ENFORCEMENT

We deeply value and respect the work of local law enforcement. Police officers are on the front lines protecting our safety. Therefore, our Company, through the DPT, will form a partnership with law enforcement. This partnership will be rooted in a shared responsibility for the safety of the community. Upon request, law enforcement will have access to employee records and Grow Facility operations. Company will also engage with first responders like EMS and fire to establish emergency response protocols. This will create a close working relationship and enhance our ability to provide a secure and positive experience for our employees and the community.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.
EMPLOYEE TRAINING

We know that having a trained and educated workforce is paramount to having an effective diversion strategy. Therefore, a considerable amount of time, resources, and energy will be devoted to ongoing diversion prevention training. The training curriculum will be conducted by the DPT. At a minimum, the training curriculum shall include:

- Compliance regulations for grow facilities.
- State laws and agency rules regulating the use of marijuana.
- Strategies for preventing diversion.
- Criminal and civil consequences for diverting product.
- Security and safety standard operating procedures.
- Chain of command for reporting diversion.
- Incident management.
- Daily operating procedures.

Diversion prevention trainings are mandatory for every new employee. Additionally, each employee shall be required to participate in quarterly continuing education trainings on diversion. Training materials will be outcome driven. Employees will be given real world examples of diversion and taught the appropriate response. Teaching the material through the learning principles of problem solving, discussion, and feedback will empower and increase understanding and retention of the training. This process of integrating knowledge will develop a culture of shared values, perspectives, and become the way of daily conduct and purpose at the Grow Facility.

Employees will have access to diversion prevention training materials at all times. There will be no excuse and zero tolerance for not knowing the proper policies and procedures. Well-maintained employee training records displaying documented training dates and subject matter will preserve and increase compliance, continuity and understanding of all guidelines, security procedures, safety, and incident response. Employee training records will become a written testament of the detailed information and accountability of security education.

INVESTIGATION OF DIVERSION

Due to intense and robust security operations, we do not anticipate diversion at our facility. However, it is important to be prepared for any scenario. We have developed an enhanced investigation procedure for any allegations or reports of potential diversion. Any allegation or report will be fully and immediately investigated by the DPT with established processes and timeframes.

Security policies developed by our Company outline that the first step of investigation is to preserve all possible evidence. Evidence needs to be persevered for the investigation and may be used in future disciplinary matters. The second step of investigation shall be to review all camera footage and other relevant information technology. Each marijuana product is tracked from seed to sale. Therefore, if diversion occurred, it will likely appear in an audit of the tracking software. The third step of investigation will be to interview the employee who engaged or
allegedly engaged in diversion. This step can only be executed if enough evidence is gathered to narrow down the suspect. The goal of the interview is to get the subject to confess how they diverted product to prevent future incidents from occurring. The fourth step of investigation will be to report the confirmed incident of diversion and suspect to law enforcement and the Department. The Site Manager shall be the point of contact for all law enforcement inquires and will turn over all relevant evidence to law enforcement and the Department. The final step of investigation is to develop policies and procedures to prevent the incident from happening again. Once new policies have been developed by the DPT, an all staff training shall be given. The training will be a top down review of all security policies including any updated procedures.

INCIDENT RESPONSE

We shall establish incident response procedures addressing any incident that may occur, including natural disaster, unauthorized access, theft, or IT security breach. Procedures shall be in accordance with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures for general emergency and incident management, containment, and corrective measures shall be thoroughly detailed. The Director of Compliance shall ensure the appropriate response procedures are followed. All employees shall receive incident response training annually. The Site Manager shall determine the category and severity of the incident and determine the next best course of action. All discussions, decisions, and activities shall be documented.

We shall immediately notify appropriate law enforcement authorities and the Department immediately after the discovery of a reportable incident as defined by state and local laws, regulations, ordinances, and other requirements. Examples of an incident may include, but are not limited to:

- Theft or physical loss of marijuana or confidential records.
- Breach of our network servers.
- Robbery or unauthorized entry in the Grow Facility.
- Threats of violence to the Grow Facility, employees, or visitors.
- Bomb threats.
- Any criminal activity.
- Civil disturbances.
- Hazardous spills.
- Infectious disease epidemic.
- Serious accidents.
- Fires.
- Earthquakes.
- Floods.
- Windstorms or tornadoes.
INCIDENT REPORTING

Anyone with knowledge or a reasonable suspicion of an incident is instructed to make an immediate report to the Grow Facility Manager or the Site Manager. The person reporting the incident shall complete the Incident Log.

- Date and time of occurrence or suspected occurrence.
- Names and contact information of parties involved and any witnesses.
- Description of incident.
- Completed Suspect Description Forms, if applicable.
- Any evidence supportive of the event (unless law enforcement is required on scene or en route).

We shall notify appropriate law enforcement authorities and the Department immediately after discovering the following:

- Discrepancies identified during inventory; diversion, theft, or loss of marijuana; or any criminal action involving an employee.
- Theft, robbery, or burglary; sale to minors; diversion of marijuana or marijuana products; or any other crime related to marijuana.
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person.
- Unauthorized destruction of marijuana.
- Any loss or unauthorized alteration of records.
- An alarm activation or other event that requires a response by public safety personnel.
- Integrity of the inventory management system compromised.
- An IT security breach.
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours.
- Any other breach of security defined by the rules set forth by the Department.

UNAUTHORIZED ENTRY/ROBBERY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, or product due to unauthorized entry, employees shall be trained to perform the following:
• Notify law enforcement utilizing a panic alarm, only if it can be safely done without being obvious to the robber.
• Do not resist the robber or use or encourage the use of weapons or force against the robber.
• Try to inform the robber of any potential surprises (e.g., an employee is due back from lunch or the building alarm is set to be tested).
• Try to keep employees and visitors, if applicable, calm during the robbery.
• Try to alert other employees of the situation using pre-determined signals or text messages, only if safe to do so.
• Follow the robber’s commands in order to shorten the time of the incident. Do not argue with the robber, but do not volunteer to help.
• If the robber demands a certain amount of money or product, only give them that amount.
• Be observant in order to be a good witness. Try to remember:
  o The number of robbers.
  o The physical characteristics of the robber(s), such as weight, scars, tattoos, hair color, or speech patterns.
  o The clothing worn by the robber(s).
  o Any names used by the robber(s).
  o A description of any weapons shown, such as barrel length and color, color of the grip, or automatic or revolver.
• If the robber uses a note, try to place it out of sight to retain it as evidence.
• Do not follow a robber.
• Secure the Grow Facility and place a notice that the business is closed due to an emergency.
• Call the police and ambulance, as needed, immediately and request that witnesses stay or obtain their contact information.
• Provide aid to injured people.
• Do not discuss the robbery with any outside parties until police and management has given authority to do so.
• Do not estimate the amount of money or product that was taken until an inventory has been performed.

Corrective procedures that may be required to return conditions to a normalized and secure state:
• Change all security codes.
• Replace locks and issue keys only to authorized employees.
- Ensure any video of the incident is archived.
- Restore security devices and/or apparatus to working condition.
- Repair any physical damage to the Grow Facility.
- Provide employees and visitors, if applicable, counseling, as needed.
- Perform a security re-training as soon as possible.
- Modify Employee Access Control Log as deemed appropriate.

INTERNAL THEFT/BURGLARY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, product due to internal theft or burglary, employees shall be trained to perform the following:

- Identify missing or compromised assets.
- Gather, remove, recover, and secure sensitive materials to prevent further loss or access.
- Power down, recycle or remove security equipment known to be compromised.
- Where possible, secure the premises for possible analysis by the Department and law enforcement.
- Gather and secure any evidence of illegal entry for review by the Department and law enforcement.
- Where possible, record identities of any party who might be a possible witness to events.
- Preserve video recordings and Visitor logs for review by the Department and law enforcement.

Corrective procedures that may be required to return conditions to a normalized and secure state:

- Retrieve or restore assets where possible.
- Store all sensitive materials and products in a secure manner (e.g., lockable cabinets or storage areas/container).
- Replace locks and issue keys only to authorized employees. Update the Employee Access Control Log as necessary.
- Restore security devices and/or apparatus to working condition.
- Remove and retain unauthorized equipment from network and/or area.
- Implement physical security devices and improvements (e.g., equipment cables, alarms) as deemed appropriate.
- Perform a security re-training as soon as possible.
FIRE PROCEDURES

If a fire does not present an immediate danger to personal safety, one (1) employee shall try to extinguish the fire. If a fire presents an immediate danger to personal safety, a fire alarm shall be pulled and a call to 911 shall be immediately made and evacuation of the building shall occur all at once.

Evacuation of Grow Facility

Any director or manager may determine the need to evacuate. Reasons for evacuation may include:

- Fire.
- Bomb threat.
- A hostile or violent employee, visitor, or unknown person.
- Power outage.
- Earthquake.
- Water or gas leak.
- Hazardous spill.
- Robbery or hostage situation.

The Site Manager shall ensure that all employees and visitors, if applicable:

- DO NOT gather in lobbies.
- DO NOT open a door without first checking for heat.
- DO NOT touch any suspicious items or suspected bombs.
- DO NOT run or panic.
- DO NOT re-enter the building until authorized.
- DO assist disabled individuals or others who need assistance. Evacuate disabled individuals or others who need assistance ONLY under the direction of authorized emergency personnel or when there is an immediate threat to personal safety and security.

INCIDENT CONTAINMENT

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes required to quickly contain and minimize the immediate impact to personal safety, the Grow Facility, and other affected parties. Containment activities shall be designed to:

- Minimize harm to individuals.
- Counteract the immediate threat.
• Prevent propagation or expansion of the incident.
• Minimize actual and potential damage.
• Restrict knowledge of the incident to authorized employees.
• Preserve information relevant to the incident.

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes to quickly:
• Secure the environment.
• Restore the environment to its normalized state.

The Site Manager shall be actively engaged throughout the incident to assess the progress of all containment and corrective measures and determine at what point the incident can be considered resolved.

INCIDENT CONTAINMENT AND CORRECTIVE PROCEDURES

The Site Manager shall determine and implement the appropriate procedures required to quickly contain and minimize the immediate impact of an incident, as well as to quickly restore circumstances to a normalized, secure state. Containment and corrective measures shall be designed with the primary objectives of:
• Minimizing harm.
• Counteracting the immediate threat.
• Preventing propagation or expansion of the incident.
• Minimizing the actual and potential damage.
• Restricting knowledge of the incident to authorized employees.
• Preserving information relevant to the incident.
• Securing the environment.
• Restoring the environment to its normalized state.

POST-INCIDENT REVIEW, REPORT, AND FOLLOW UP

The Site Manager shall hold a Post-Incident Review after each incident has been resolved. The Post-Incident Review shall be scheduled within two (2) to three (3) weeks of the incident’s resolution and shall involve:
• Appropriate personnel, which may include affected parties.
• Examination of the incident and all related activities and events.
• Discussion on proposed changes to policy, processes, and safeguards.
All incident activities, from receipt of the initial report through post-incident review, shall be documented. The Site Manager shall ensure all events are recorded, assembling these records in preparation and performance of the post-incident review, and ensuring all records are preserved for review. The following shall be included, at a minimum, in the Post-Incident Report:

- A description of incident events with specific timelines.
- Employee(s) involved.
- Non-Employees involved.
- Impact to affected parties.
- Discussions, decisions, and assignments made.
- Successful and unsuccessful activities.
- Notifications required or recommended.
- Steps taken for containment and resolution.
- Recommendations for prevention and remediation (short-term and long-term).
- Identification of policy and procedure gaps.
- Results of post-incident review.
- Any necessary follow-up actions.

The Post-Incident Report shall be distributed to the Site Manager, the Grow Facility Manager, and all other relevant parties for review. The Site Manager shall ensure the appropriate employees are assigned to any follow-up actions. The Site Manager shall document the completion of all follow-up actions in the Post-Incident Report and distribute an updated copy.

SECURITY SYSTEM RECORDS

We shall keep all necessary books and records in order to render a full account of all operations conducted at the Grow Facility under our license for the year to date and the five (5) years prior. We shall keep books and records of the Grow Facility from the previous six (6) months (or the complete copies of such records) in the Grow Facility at all times. All marijuana related records shall be retained in the inventory management system. All surveillances recordings shall be retained, at a minimum for at least sixty (60) days, unless in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the licensee shall retain the recordings until such time as the department notifies the licensee that the recordings may be destroyed. Our standard operating procedures shall detail the maintenance of records and measures for addressing and reporting any loss or unauthorized alteration of records. The Department, upon request, shall have full access to all Grow Facility records and surveillance recordings.

We shall keep and maintain security and surveillance system records and recordings in the Grow Facility and copies stored on a secure cloud storage. These records shall include, at a minimum, the following:

- The name of the surveillance equipment installation service provider and all equipment manufacturers.
- Copies of any service contracts.
• A map of the Grow Facility showing the location and operation of each surveillance system component, including the direction of camera coverage.
• A list of authorized users.
• Manufacturers' instructions for operating and maintaining the equipment.
• Testing and maintenance logs.
• Reports of any incidents of unauthorized entry.
• Employee Access Control Logs.
• Visitor Registration Logs.
• Authorized Visitor Access Control Logs.
• Incident Logs and Post-Incident Reports.
• Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.
• A log of the recordings, which includes:
  o The identities of the employee or employees responsible for monitoring the video surveillance system.
  o The identity of the employee who removed the recording from the video surveillance system.
  o The identity of the employee who destroyed any recording.
• Video surveillance recordings shall be:
  o In a digital format that ensures authentication of the recording as being legitimately captured without alterations.
  o Easily accessible and in a format that allows for viewing and copying.
  o Embedded with the date and time without significantly obscuring the picture.

We will maintain a log of all recordings, which will include a minimum:

• The identities of the employee or employees responsible for monitoring the video surveillance system.
• The identity of the employee who removed the recording from the video surveillance system storage device and the time and date removed.
• The identity of the employee who destroyed any recording.

Video surveillance recordings shall be stored on an NVR that is server-based with storage as required to meet recording rate and retention. This system shall be password-protected and separate from any other equipment in the Grow Facility. The files and video surveillance recordings shall be available for inspection, upon request, by authorized representatives of the Department and other government officials when necessary to perform their official duties.

After the expiration of the retention period, and before selling or closing the facility, the surveillance video recordings shall be erased, destroyed, or otherwise disposed. We shall not destroy any surveillance video recordings if we have knowledge or should have knowledge of any ongoing criminal, civil, administrative, or other official investigations or proceedings for which the recording may contain relevant information. Additionally, we shall not destroy any surveillance
video recordings in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the recordings shall be retained until such time as the Department notifies us that the recordings may be destroyed.
Security and Surveillance Equipment Room Access List

This is the current list of individuals having access to our Security and Surveillance Equipment Storage Room. Only those on this list are essential to maintain security and surveillance operations. All others will be denied access to the Security and Surveillance Equipment Room.

This list is available to the Department or authorized agents immediately upon request.

<table>
<thead>
<tr>
<th>Name of Employee/Contractor</th>
<th>Authorized Entry by (Name of Manager)</th>
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**Security and Surveillance Equipment Room Access Log**

**Instructions:** Use this log to record your access to the Security and Surveillance Equipment Room, entering the reason for your presence here and the date and time of access.

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<tr>
<th>Date</th>
<th>Name</th>
<th>Reason for Access</th>
<th>Manager Authorizing Access</th>
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ADDITIONAL DOCUMENTS
This is to Certify that the RESTATED ARTICLES OF ORGANIZATION for

PURE GREEN, LLC

Id Number: 801934144

received by electronic transmission on March 08, 2018, is hereby endorsed.

Filed on March 09, 2018, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of March, 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau
RESTATED ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Restated articles

The identification number assigned by the Bureau is: 801934144

The name of the limited liability company is: PURE GREEN LLC

All former names of the limited liability company are:

The date of filing the original Articles of Organization was: 1/26/2016

Article I

The name of the limited liability company is:
PURE GREEN, LLC

Article II

The purpose or purposes for which the limited liability company is formed for:
To engage in any activity for which a limited liability company may be formed under the Act.

Article III

The duration of the limited liability company if other than perpetual is:
PERPETUAL

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):
1. Agent Name: STEPHEN GOLDNER
2. Street Address: 4761 TARA CT
   Apt/Suite/Other:
   City: WEST BLOOMFIELD
   State: MI Zip Code: 48323
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 4761 TARA CT
   Apt/Suite/Other:
   City: WEST BLOOMFIELD
   State: MI Zip Code: 48323

Article V

(Insert any desired additional provision authorized by the Act.)
THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

ARTICLE VI

NO MANAGER OF THE COMPANY IS LIABLE FOR THE ACTS, DEBTS OR OBLIGATIONS OF THE COMPANY. THE MONETARY LIABILITY OF ANY MANAGER OF THE COMPANY FOR BREACH OF ANY DUTY ESTABLISHED UNDER SECTION 404 OF THE ACT IS LIMITED TO THE FULLEST EXTEN
I PERMITTED BY THE ACT. THE COMPANY WILL INDEMNIFY AND HOLD HARMLESS EACH MANAGER FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, CLAIMS, AND DEMANDS SUSTAINED BY REASON OF ANY ACTS OR OMISSIONS OR ALLEGED ACTS OR OMISSIONS OF THE MANAGER, INCLUDING JUDGMENTS, SETTLEMENTS, PENALTIES, FINES, OR EXPENSES INCURRED IN A PROCEEDING TO WHICH THE MANAGER IS A PARTY OR THREATENED TO BE MADE A PARTY BECAUSE THE PERSON IS OR WAS A MANAGER TO THE FULLEST EXTENT PERMITTED BY LAW OR CONTRACT.

Complete section (a) if the Restated Articles only restate and integrate the Articles of Organization, otherwise, complete section (b). Do not complete both, (Select One)

☐ (a) These Restated Articles of Organization only restate and integrate the Articles of Organization.

☒ (b) These Restated Articles amend the Articles of Organization and were approved on 3/7/2018 in accordance with Section 604 of the Act: (select one)

☐ by a majority in interest if an operating agreement authorizes amendment of Articles of Organization by majority vote.

☒ by unanimous vote of all the members entitled to vote.

This document must be signed by a member, manager, or an authorized agent:

Signed this 8th Day of March, 2018 by:

<table>
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<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if “Other” was selected</th>
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<tbody>
<tr>
<td>Stephen Goldner</td>
<td>Member</td>
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</table>

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-3373450. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is PURE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.
INTERNAL REVENUE SERVICE
CINCINNATI OH  45999-0023

PURE GREEN
STEPHEN JEFFREY GOLDRN SOLE MBR
4761 TARA COURT
WEST BLOOMFIELD, MI  48323
OPERATING AGREEMENT

FOR

PURE GREEN LLC

Effective Date:
March 6, 2018

Prepared by:

Matthew W. Bower
Varnum LLP
160 West Fort St., 5th Floor
Detroit, Michigan 48226
THE MEMBERSHIP INTERESTS IN PURE GREEN LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. SECTION 6 OF THIS AGREEMENT FURTHER restricts transferability of interests in the Company.

OPERATING AGREEMENT
FOR
PURE GREEN LLC

This Operating Agreement of Pure Green LLC, a Michigan limited liability company (the "Company"), is entered into as of March 6, 2018 by and among the Company, and each of the members listed on the signature pages from time to time attached hereto (each a "Member" and collectively, the "Members").

RECITALS

WHEREAS, the Company was formed by Stephen Goldner, as a single-member limited liability company, under the laws of the State of Michigan by the filing Articles of Organization with the Michigan Department of Licensing and Regulatory Affairs on January 26, 2016 (as amended, the "Articles of Organization") for the purposes set forth in Section 2.05 of this Agreement; and

WHEREAS, Stephen Goldner desires to issue a Membership Interest to Steve Sensoli and admit Steve Sensoli as a Member upon execution of this Agreement, which sets forth the terms and conditions governing the operation and management of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

"Additional Capital Contribution" has the meaning set forth in Section 3.02.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:
(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i);

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"Agreement" means this Operating Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

"Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Articles of Organization" has the meaning set forth in the Recitals.

"BBA" has the meaning set forth in Section 10.04.

"BBA Procedures" has the meaning set forth in Section 10.04.

"Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

"Book Value" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;
(b) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Members, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a de minimis Capital Contribution;

(ii) the distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) provided, that adjustments pursuant to clauses (i) and (ii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

(e) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(f) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"Budget" means the annual budget of the Company as may be approved by a Majority in Interest of the Members from time to time.

"Business" has the meaning set forth in Section 2.05(a).

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Detroit are authorized or required to close.

"Capital Account" has the meaning set forth in Section 3.03.
"Capital Contribution" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.


"Company" has the meaning set forth in the Preamble.

"Company Minimum Gain" means "partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term "Company" for the term "partnership" as the context requires.

"Confidential Information" has the meaning set forth in Section 12.03(a).

"Covered Person" has the meaning set forth in Section 8.01(a).

"Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined jointly by the Members.

"Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Liquidator" has the meaning set forth in Section 11.03(a).

"Losses" has the meaning set forth in Section 8.03(a).

"Manager" means, initially, Stephen Goldner, or such other Person as may be designated or become the Manager pursuant to the terms of this Agreement.

"Majority in Interest" means more than fifty percent (50%) of the Membership Interests of the Company.
"Michigan Act" or "Act" means the Michigan Limited Liability Company Act, Act 23 of 1993, MCL 450.4101 et seq, and any successor statute, as it may be amended from time to time.

"Member" means each Person initially signing this Agreement and who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Michigan Act. The Members shall constitute the "members" (as that term is defined in the Michigan Act) of the Company.

"Member Nonrecourse Debt" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

"Member Nonrecourse Deduction" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(i), substituting the term "Member" for the term "partner" as the context requires.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (a) to its distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Michigan Act. The Membership Interest of each Member shall be expressed as a number of Units and a percentage interest of the total Membership Interests of all Members as set forth on Schedule A.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;
(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b).

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Officers" has the meaning set forth in Section 7.03.

"Partnership Representative" has the meaning set forth in Section 10.04.

"Permitted Transfer" means a Transfer of Membership Interests carried out pursuant to Section 9.02. "Permitted Transferee" means a recipient of a Permitted Transfer.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Prohibited Activity" means activity in which the Member contributes the Member's knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Business. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or Confidential Information.

"Regulatory Allocations" has the meaning set forth in Section 5.02(e).
"Related Party Agreement" means any agreement, arrangement or understanding between the Company and any Member or any Affiliate of a Member or any officer or employee of the Company, as such agreement may be amended, modified, supplemented or restated in accordance with the terms of this Agreement.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Restricted Period" has the meaning set forth in Section 7.06(a).

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"Subsidiary" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"Tax Matters Member" has the meaning set forth in Section 10.04.

"Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. "Transfer" when used as a noun shall have a correlative meaning. "Transferee" and "Transferee" mean a Person who makes or receives a Transfer, respectively.

"Treasury Regulations" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"Unit" mean a Unit (or any successor security) representing a fractional part of a Members' Membership Interest.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule
requiring construction or interpretation against the party drafting an instrument or causing any
instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an
integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on January 26, 2016, pursuant to the provisions
of the Michigan Act, upon the filing of the Articles of Organization with the Secretary of
State of the State of Michigan. The Articles of Organization were amended to organize
the Company as manager-managed on March 6, 2018, pursuant to the provisions of the
Michigan Act, upon the filing of Amended and Restated Articles of Organization with the
Secretary of State of the State of Michigan.

(b) This Agreement shall constitute the "Operating Agreement" (as that term
is used in the Michigan Act) of the Company. The rights, powers, duties, obligations and
liabilities of the Members shall be determined pursuant to the Michigan Act and this
Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any
Member are different by reason of any provision of this Agreement than they would be
under the Michigan Act in the absence of such provision, this Agreement shall, to the
extent permitted by the Michigan Act, control.

Section 2.02 Name. The name of the Company is "Pure Green LLC" or such other
name or names as may be designated by the consent of the Members; provided, that the name
shall always contain the words "Limited Liability Company" or the abbreviation "LLC." or the
designation "LLC." The Manager shall give prompt notice to the Members of any change to the
name of the Company.

Section 2.03 Principal Office. The principal office of the Company is located stated in
the Articles of Organization, or such other place as may from time to time be determined by the
Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial
registered agent named in the Articles of Organization or such other office (which need
not be a place of business of the Company) as the Manager may designate from time to
time in the manner provided by the Michigan Act and Applicable Law.

(b) The registered agent for service of process on the Company in the State of
Michigan shall be the initial registered agent named in the Articles of Organization or
such other Person or Persons as the Manager may designate from time to time in the
manner provided by the Michigan Act and Applicable Law.

Section 2.05 Purpose; Powers.
(a) The purposes of the Company are to engage in (i) research, development, manufacture, distribution, and commercialization of cannabis oils and edibles (the "Business") and (ii) any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Michigan Act.

Section 2.06 Term. The term of the Company commenced on the date the Articles of Organization was filed with the Secretary of State of the State of Michigan and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Initial Capital Contributions. Each Member has made an initial Capital Contribution and/or is deemed to own Membership Interests in the amounts set forth opposite such Member's name on Schedule A attached hereto. The Manager shall update Schedule A upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section 3.02 Additional Capital Contributions. Except as provided in Schedule A, no Member shall be required to make additional Capital Contributions ("Additional Capital Contributions") or make loans to the Company.

Section 3.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any Additional Capital Contributions;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

(i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(c);
(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and

(iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 Succession Upon Transfer. In the event that any Membership Interests are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI and ARTICLE XI in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 3.06 No Withdrawals From Capital Accounts. No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member, including the Manager, shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

Section 3.07 Treatment of Loans From Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account.

Section 3.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE IV
MEMBERS

Section 4.01 Admission of New Members.
(a) New Members may be admitted from time to time (i) in connection with the issuance of Membership Interests by the Company, subject to compliance with the provisions of Section 7.02, and (ii) in connection with a Transfer of Membership Interests, subject to compliance with the provisions of ARTICLE IX, and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Membership Interests, such Person shall have executed and delivered to the Company a written undertaking the form of which is approved by the Manager. Upon the amendment of Schedule A of the Agreement by the Manager and the satisfaction of any other applicable conditions, including the receipt by the Company of payment for the issuance of Membership Interests, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 3.03.

Section 4.02 No Personal Liability. Except as otherwise provided in the Michigan Act, by Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.03 No Withdrawal. So long as a Member continues to hold any Membership Interests, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Membership Interests, such Person shall no longer be a Member.

Section 4.04 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.05 Certification of Membership Interests.

(a) The Manager may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Manager shall issue certificates representing Membership Interests in accordance with Section 4.05(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER,
SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH OPERATING AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE V
ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in Section 5.02, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 5.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02 is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.
(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) The allocations set forth in paragraphs (a), (b), (c) and (d) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b), Section 5.03(c) and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method with curative allocations of Treasury Regulations Section 1.704-3(c), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).
(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Membership Interests. In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of ARTICLE IX, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

ARTICLE VI
DISTRIBUTIONS

Section 6.01 Distributions of Cash Flow and Capital Proceeds.

(a) Any available cash of the Company, after allowance for all reasonable costs and expenses incurred by the Company and for such reasonable reserves as the Members may agree upon, or as contemplated in the Budget, shall be distributed to the Members, on at least a quarterly basis, in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate the Michigan Act or other Applicable Law.

Section 6.02 Distributions in Kind.

(a) The Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of securities or other property held by the Company. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section 6.01.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Manager may require that the Members execute and deliver such documents as the Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may
appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

ARTICLE VII
MANAGEMENT

Section 7.01 Management of the Company. The business and affairs of the Company shall be managed by the Manager. Subject to the provisions of Section 7.02, the Manager shall have full and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company set forth in Section 2.05; provided, that the Manager shall manage the Company in accordance with the Budget. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a resolution expressly authorizing such action which resolution is duly adopted by the Manager.

Section 7.02 Actions Requiring Approval of Members. Without the written approval of a Majority in Interest of the Members, the Company shall not, and shall not enter into any commitment to:

(a) Amend, modify or waive the Articles of Organization or this Agreement; provided that the Manager may, without the consent of the other Member, amend Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Make any material change to the nature of the Business conducted by the Company or enter into any business other than the Business;

(c) Issue additional Membership Interests or admit additional Members to the Company.

(d) Enter into, amend in any material respect, waive or terminate any Related Party Agreement other than the entry into a Related Party Agreement that is on an arm's length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;

(e) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of all or substantially all of its assets, other than sales of inventory in the ordinary course of business consistent with past practice; or

(f) Dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.
Section 7.03 Officers The Manager may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

Section 7.04 Action Without Meeting. Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 7.05 Informational Rights. In addition to the information required to be provided pursuant to ARTICLE X, the Manager shall keep the other Members reasonably informed on a timely basis of any material fact, information, litigation, employee relations or other matter that could reasonably be expected to have a material impact on the operations or financial position of the Company, including, but not limited to, any modification of any loan or other financing to the Company. The Manager shall provide all material information relating to the Company or the management or operation of the Company as any Member may reasonable request from time to time.

Section 7.06 Other Activities; Business Opportunities.

(a) So long as any Member remains a Member of the Company and for the two (2) years, to run consecutively, beginning on the day a Member is no longer a Member of the Company, for any reason (the "Restricted Period"), the Member agrees and covenants not to engage in Prohibited Activity. Nothing herein shall prohibit Member from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that the Member is not a controlling person of, or a member of a group that controls, such corporation. In the event of a breach or threatened breach by the Member of any of the provisions of this Agreement, the Member hereby consents and agrees that the Company shall be entitled to, in addition to other available remedies, seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.
(b) Except as provided in Section 7.06(a), nothing contained in this Agreement shall prevent any Member, including the Manager, or any of its Affiliates from engaging in any other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Member for any profits or income earned or derived from other such activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Member of any business opportunity of any type or description.

Section 7.07 Compensation and Reimbursement of Manager. As approved by a Majority in Interest of the Members, the Manager shall be compensated for its services as the Manager, and the Company shall reimburse the Manager for all ordinary, necessary and direct expenses incurred by the Manager on behalf of the Company in carrying out the Company's business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed amounts set forth in the Budget in the aggregate for any Fiscal Year without the approval of a Majority in Interest of the Members.

Section 7.08 Removal of Manager. A Majority in Interest of the Members may remove the Manager of the Company, by delivering written notice to the Manager and the Members. Upon the Manager's removal, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The removal of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of such Member.

Section 7.09 Resignation of Manager. The Manager may voluntarily resign as the Manager. Upon such resignation, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The resignation of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of a Member.

ARTICLE VIII
EXCULPATION AND INDEMNIFICATION

Section 8.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean (i) each Member; (ii) the Manager; (iii) each officer, director, stockholder, partner, member, Affiliate, employee, agent or representative of each Member, and each of their Affiliates; and (iv) each Officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or is not made in knowing violation of the provisions of this Agreement.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information,
opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Michigan Act.

Section 8.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith.", the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 8.03 Indemnification.

(a) Indemnification. To the fullest extent permitted by the Michigan Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Michigan Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages,
judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the Business of the Company; or

(ii) such Covered Person being or acting in connection with the Business of the Company as a member, stockholder, Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or a knowing violation of the provisions of this Agreement. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud, gross negligence, willful misconduct or a knowing violation or material breach of this Agreement.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 8.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 8.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(c) Entitlement to Indemnity. The indemnification provided by this Section 8.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 8.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 8.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.
(d) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 8.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) **Savings Clause.** If this Section 8.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 8.03 to the fullest extent permitted by any applicable portion of this Section 8.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) **Amendment.** The provisions of this Section 8.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 8.03 is in effect, on the other hand, pursuant to which the Company and such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 8.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 8.04 Survival. The provisions of this ARTICLE VIII shall survive the dissolution, liquidation, winding up and termination of the Company.

**ARTICLE IX**

**TRANSFER**

Section 9.01 Restrictions on Transfer.

(a) Except as otherwise provided in this ARTICLE IX, no Member shall Transfer all or any portion of its Membership Interest in the Company without the written consent of a Majority in Interest of the no-transferring Members (which consent may be
granted or withheld in the sole discretion of such other Members). No Transfer of
Membership Interests to a Person not already a Member of the Company shall be deemed
completed until the prospective Transferee is admitted as a Member of the Company in
accordance with Section 4.01(b) hereof.

(b) Notwithstanding any other provision of this Agreement (including Section
9.02), each Member agrees that it will not Transfer all or any portion of its Membership
Interest in the Company, and the Company agrees that it shall not issue any Membership
Interests:

(i) except as permitted under the Securities Act and other applicable
federal or state securities or blue sky laws, and then, with respect to a Transfer of
Membership Interests, only upon delivery to the Company of an opinion of
counsel in form and substance satisfactory to the Company to the effect that such
Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be
considered a "publicly traded partnership" under Section 7704(b) of the Code
within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including
the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence
or qualification as a limited liability company under the Michigan Act;

(iv) if such Transfer or issuance would cause the Company to lose its
status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause a termination of the
Company for federal income tax purposes;

(vi) if such Transfer or issuance would cause the Company to be
required to register as an investment company under the Investment Company Act
of 1940, as amended; or

(vii) if such Transfer or issuance would cause the assets of the
Company to be deemed "Plan Assets" as defined under the Employee Retirement
Income Security Act of 1974 or its accompanying regulations or result in any
"prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in
violation of this Agreement shall be null and void, no such Transfer shall be recorded on
the Company's books and the purported Transferee in any such Transfer shall not be
treated (and the purported Transferees shall continue be treated) as the owner of such
Membership Interest for all purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of a Membership Interest
permitted by this Agreement shall be deemed a sale, transfer, assignment or other
disposal of such Membership Interest in its entirety as intended by the parties to such
Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest," unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. The provisions of Section 9.01(a) shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to its Affiliate.

ARTICLE X
ACCOUNTING; TAX MATTERS

Section 10.01 Financial Statements. The Company shall furnish to each Member, as soon as available, and in any event within one hundred twenty (120) days after the end of each Fiscal Year, unaudited consolidated balance sheets of the Company as at the end of each such Fiscal Year and unaudited consolidated statements of income, cash flows and Members' equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year, prepared in accordance with GAAP, applied on a basis consistent with prior years, and fairly present in all material respects the financial condition of the Company as of the dates thereof and the results of their operations and changes in their cash flows and Members' equity for the periods covered thereby.

Section 10.02 Inspection Rights. Upon reasonable notice from a Member, the Company shall afford each Member and its Representatives access during normal business hours to (i) the Company's properties, offices, plants and other facilities; (ii) the corporate, financial and similar records, reports and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members (including the Manager), and to permit each Member and its Representatives to examine such documents and make copies thereof; and (iii) any officers, senior employees and public accountants of the Company, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company with such officers, senior employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Member and its Representatives such affairs, finances and accounts).

Section 10.03 Income Tax Status. It is the intent of this Company and the Members that this Company shall be treated as a partnership for U.S., federal, state and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 10.04 Tax Matters Member; Partnership Representative.

(a) Appointment. The Members hereby appoint the Manager as the "tax matters partner" (as defined in Code Section 6231 prior to its amendment by the Bipartisan Budget Act of 2015 ("BBA")). The "Tax Matters Member") and the "partnership representative" (the "Partnership Representative") as provided in Code Section 6223(a) (as amended by the BBA). The Tax Matters Member or Partnership Representative may resign at any time if there is another Manager to act as the Tax Matters Member or Partnership Representative.
(b) **Tax Examinations and Audits.** The Tax Matters Member and Partnership Representative are each authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Tax Matters Member or Partnership Representative, which authorization may be withheld by the Tax Matters Member or Partnership Representative in its sole and absolute discretion. The Tax Matters Member or Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

(c) **BBA Elections.** The Company will not elect into the partnership audit procedures enacted under Section 1101 of the BBA (the "BBA Procedures") for any tax year beginning before January 1, 2018, and, to the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures for tax years beginning on or after January 1, 2018 pursuant to Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(d) **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any taxes imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

(e) **Income Tax Elections.** Except as otherwise provided herein, each of the Tax Matters Member and Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided, that the Tax Matters Member or Partnership Representative will make an election under Code Section 754, if requested in writing by another Member.

**Section 10.05 Tax Returns.** At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 7.03) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company own property or do business. The Manager shall provide the Members, for their review and comment, copies of all tax returns prior to the filing thereof. As soon as reasonably possible
after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 10.06 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XI
DISSOLUTION AND LIQUIDATION

Section 11.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The determination of the Members to dissolve the Company;

(b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under the Michigan Act.

Section 11.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 11.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03 and the Articles of Organization shall have been cancelled as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is dissolved pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Michigan Act and the following provisions:

(a) Liquidator. The Manager shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.
(e) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) Third, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 11.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(c), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon consent of a Majority in Interest of the Members, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

Section 11.04 Cancellation of Articles. Upon completion of the distribution of the assets of the Company as provided in Section 11.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Articles of Organization in the State of Michigan and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Michigan and shall take such other actions as may be necessary to terminate the Company.

Section 11.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 8.03.
Section 11.06 Recourse for Claims. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member’s Capital Account, and such Member’s share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Liquidator or any other Member.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 12.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 12.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, “Confidential Information”). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.
(b) Nothing contained in Section 12.03(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Member; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 12.03 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 12.03 as if a Member; provided, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Member of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Member) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 12.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Member or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 12.03 shall survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the withdrawal of such Member from the Company, and (iii) such Member's Transfer of its Membership interests.

Section 12.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in Schedule A (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04).

Section 12.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
Section 12.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 8.03(f), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 12.07 Entire Agreement. This Agreement, together with the Articles of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 12.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 12.09 No Third-party Beneficiaries. Except as provided in ARTICLE VIII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by a Majority in Interest of the Members. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement may be made by the Manager without the consent of a Majority in Interest of the Members or execution by the Members.

Section 12.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 12.01 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 12.14 hereof.
Section 12.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan.

Section 12.13 Submission to Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the State of Michigan, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Michigan. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by registered mail to the address set forth in Section 12.04 shall be effective service of process for any suit, action or other proceeding brought in any such court.

Section 12.14 Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 12.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 12.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 8.02 to the contrary.

Section 12.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means
of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]
Schedule A
Pure Green, LLC
Members Schedule

Effective Date: January 1, 2018

<table>
<thead>
<tr>
<th>Member Name &amp; Address</th>
<th>Units</th>
<th>Capital Contribution</th>
<th>Membership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>1,000,000</td>
<td>$0</td>
<td>100.00%</td>
</tr>
<tr>
<td>4761 Tara Ct.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Bloomfield, MI 48323</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

The Company:

Pure Green LLC

By: ____________________________

Name: Stephen Goldner
Title: Manager

The Members:

______________________________

Stephen Goldner
STAFFING PLAN

Summary of Job Creation, Compensation and Budget

As discussed in detail below, we anticipate creating approximately 59 jobs at our Orion Township Cultivation Facility.

<table>
<thead>
<tr>
<th>Type of Marijuana Facility</th>
<th>Proposed Location</th>
<th>Total Jobs Per Facility</th>
<th>Expected Annual Payroll</th>
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</thead>
<tbody>
<tr>
<td>Cultivation Facility</td>
<td>Orion Township</td>
<td>59</td>
<td>$3,750,000.00</td>
</tr>
</tbody>
</table>

We pay our cultivation facility employees a minimum hourly wage of $15. We also provide a generous benefit package that includes the following:

- Health Insurance
- Paid Holidays
- Paid Time Off
- 401K Plan with 2% Match
- Performance Incentives

Out of our 3.75MM expected annual payroll, Pure Green expects to allocate $630,000 toward benefits for all full-time employees!

We intend to source our employees first from Orion Township, then into the surrounding regional area. Our job listings will always be listed in the Orion Township area first to accumulate as many qualified candidates as possible.

Attached is a table of the proposed positions at our Orion Cultivation Facility:

<table>
<thead>
<tr>
<th>Title</th>
<th>Quantity</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Director</td>
<td>1</td>
<td>$140,000</td>
</tr>
<tr>
<td>Cultivation Manager</td>
<td>1</td>
<td>$165,000</td>
</tr>
<tr>
<td>Assistant Cultivation Manager</td>
<td>1</td>
<td>$90,000</td>
</tr>
<tr>
<td>IPM Lead</td>
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10/01/2020

To Whom It May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing property coverage for Pure Green LLC at 180 Premier Drive, Orion Charter Township, MI 48359. General Liability coverage has already been secured.

Please contact me with any questions.

Thanks,

Pete Elliott

Vice President
Cell (734) 664-0472
Ph (313) 964-3750
Fax (313) 964-3850
Pete@dieboldinsurance.com

1535 6th Street | Suite 1
Detroit MI 48226
www.DieboldInsurance.com
TO: The Charter Township of Orion Planning Commission

FROM: Tammy Girling, Planning & Zoning Director

DATE: January 27, 2021

RE: Tree and Woodland Protection section of Zoning Ordinance

I have attached the aforementioned section of the ordinance. It is a section of the Zoning Ordinance that I receive many questions on from developers. Reading the entire attached, I believe you might see it is a bit confusing. I would like to discuss the Planning Commission’s feelings on this section of the Ordinance. It appears it can be read a couple different ways. I would like to work on a text amendment to re-word this section. However, I need a discussion on what the Planning Commission wants the intent of this section to be.

Please familiarize yourself with this text to aid in the discussion at the meeting. I, at this point, am not necessarily looking for proposed text, more discussion on what the PC feels the intent of this section is or should be.

Also attached is the review check sheet the Planner uses when reviewing site plans related to this section.

If you have any questions, please feel free to contact me.
17) Landscape plan, including location and type of shrubs, trees, and other live plant material.

18) Location, sizes, and types of existing trees that are four (4) inches or greater in caliper, measured twelve (12) inches above grade, except that trees listed as Prohibited Plant Material need be shown only if they measure twelve (12) inches or greater in caliper. Only trees that measure twelve (12) inches or greater in caliper need be shown in wooded areas, clusters, or hedgerows, provided that the boundaries and predominant species of such area, are indicated.

19) All existing and proposed easements.

20) Designation of fire lanes.

c. Building and structure details, including (amended 05.04.20):

1) Location, height, and outside dimensions of all proposed buildings or structures, including all mechanical equipment placed on the roof. (amended 08.06.07)

2) Building floor plans.

3) Total floor area.

4) Obscuring walls or berm locations with cross sections, where required.

5) Building elevations, drawn to a scale of one (1) inch equals four (4) feet, or to another scale approved by the Enforcement Officer and adequate to determine compliance with the requirements of this Ordinance.

6) Sections, elevations/ color perspective drawings/photos or other visual aids showing architectural quality. Drawings shall also indicate final color schemes for exterior surfaces. (added 01.02.07)

7) Information on building materials, and complimentary color schemes. This shall include presentation of material sample boards. Material sample boards shall be presented at the time of consideration by the Planning Commission. (added 01.02.07)

8) Details of windows, recesses, roof over hangs, awnings, gables, soffitt, roof design and roofing materials. (added 01.02.07)

9) Location and screening of roof mounted or ground mounted mechanical equipment or transformers and methods/materials used for screening. All such equipment shall be screened to minimize its visibility from adjacent roadways and abutting property lines. Screening shall be at least one (1) foot above the height of the mechanical equipment or transformers. The screening material shall be compatible with the building material and general architecture. Landscape materials or other screening structures shall not interfere with ventilation or access for maintenance. (added 01.02.07 amended 08.06.07)

10) Information on masonry materials, siding or other materials, and patterns used for building exterior. (added 01.02.07)

d. Information concerning utilities, drainage, and related matters, including:

1) Location of sanitary sewers and septic systems, existing and proposed.

2) Location and size of watermains, well sites, and building service, existing and proposed.

3) Location of hydrants, existing and proposed.

4) Location of storm sewers, existing and proposed.
Should any light fixture regulated under this Section, or the type of light source therein, be changed after the permit has been issued, a change request must be submitted to the Building Department for administrative approval, together with adequate information to ensure compliance with the Zoning Ordinance, which must be received prior to substitution.

Section 27.12 – Tree and Woodlands Protection (amended 08.03.00)

A. Declaration and Purposes.

1. Declaration.

Uncontrolled development of the Township could result in an unregulated and, in many cases, unnecessary removal of trees and related resources, and other forms of vegetation and natural resources and processes. Regulation of the removal of tree resources will achieve a preservation of important physical, aesthetic, recreational, and economic assets for both present and future generations. Specifically, it is found that:

a. Woodlands provide for public safety through the prevention of erosion, siltation, and flooding.

b. Woodland growth protects public health through the absorption of air pollutants and contamination, including the reduction of excessive noise and mental and physical damage related to noise pollution.

c. Trees, vegetation, and associated natural resources provide a material aspect of the character of the Township.

d. Trees and woodland growth serve as an essential component of the general welfare by maintaining natural beauty, recreation, and irreplaceable natural heritage.

e. Trees and woodlands increase the economic value of land for most uses.

2. Purposes.

The purposes of this Section are as follows, to be applied throughout the Township:

a. To prohibit the unnecessary removal of trees on undeveloped land.

b. To discourage the unnecessary removal of trees and woodland resources in connection with the development of land.

c. To provide for the protection, preservation, proper maintenance, and use of trees and woodlands in order to minimize disturbance to them and to prevent damage from erosion and siltation, a loss of wildlife and vegetation, and/or from the destruction of the natural habitat.

d. To protect the woodlands (including woodland resources) for their economic support of local property values when allowed to remain uncleared and/or unharvested in whole or in significant part, and for their natural beauty, character, and geological, ecological, or historical significance.

e. To provide for the paramount public concern for these natural resources in the interest of the health, safety, and general welfare of the residents of this Township, in keeping with Article IV, Section 52 of the Michigan Constitution of 1963, and the intent of the Michigan Natural Resources and Environmental Protection Act, PA 451 of 1994.

B. Definitions.

The following definitions shall apply in the interpretation of this Section:
1. **Bona Fide Agricultural Use.** Agricultural use means land devoted as the principal use for the production of plants and animals useful to humans, including forages and sod crops; grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including breeding and grazing of cattle, swine, captive cervidae, and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities. The management and harvesting of a woodlot is not an agricultural use under this act.

2. **Building Envelope.** The area of a building enclosed or to be enclosed by the exterior walls of the principal building on the property, and any other area designated in this Ordinance as such.

3. **Clear-cutting.** The removal within any five (5) year period of more than twenty percent (20%) of the total number of protected trees located on a parcel of land without a tree removal permit.

4. **Commercial Nursery.** A licensed plant or tree nursery in relation to those trees planted and growing on the premises of the licensee, which are planted and grown for sale to the general public in the ordinary course of the licensee’s business.

5. **Diameter Breast Height (d.b.h.).** A tree's diameter in inches measured by diameter tape at four and one-half (4 1/2) feet above the ground. On multi-stem trees, the largest diameter stem shall be measured.

6. **Drip Line.** An imaginary vertical line extending downward from the outermost tips of the tree branch to the ground.

7. **Landmark Tree.** Shall mean any tree which stands apart from neighboring trees due to the size, form, species or historic significance. Criteria pertaining to the size of landmark trees is listed in Section L of these regulations.

8. **Parcel.** All contiguous land situated in a lot or plot of land owned by a person.

9. **Person.** An individual, partnership, corporation, association, or other legal entity. For the purposes of this definition, an individual or entity shall mean and include all individuals in an immediate family, and all entities in which an individual has more than a ten percent (10%) interest.

10. **Protected Tree.** Any tree having a diameter breast height (d.b.h.) of four (4) inches or greater and subject to the regulations of this Ordinance.

11. **Remove or Removal.** The act of removing or terminating the life of a tree by digging up or cutting down, or the effective removal through damage that would reasonably be expected to ultimately terminate the life of a tree.

12. **Transplant.** The relocation of a tree from one place to another on the same property.

13. **Tree.** Any self-supporting, woody plant of a species which normally grows to an overall height of fifteen (15) feet or more.

14. **Tree Survey.** A scaled drawing (one (1) inch shall not exceed one hundred (100) feet) which provides the following information: location of all protected trees (i.e., trees having four (4) inches or greater d.b.h.) plotted by accurate techniques, and the common or botanical name of those trees and their d.b.h.

15. **Undeveloped.** A parcel of land that has not been improved. With respect to land which is partially improved by virtue of a building(s) or other improvement(s) located on a portion of the land, the portion of the land which does not contain the building(s) or other improvements(s) shall be considered undeveloped.

16. **Woodland.** A stand of trees identified on the Township's Woodland Area Map.

C. Tree Removal Permit Required.
27.12 Tree and Woodlands Protection

1. Requirements. A person shall not remove, transplant, or destroy, or cause to be removed, transplanted, or destroyed, on any undeveloped land in the Township, any protected tree (i.e., a tree having a d.b.h. of four (4) inches or greater) without first obtaining a Tree Removal Permit subject to the exceptions enumerated in Paragraph D below, "Exceptions".

2. Plat or Site Plan Approval. A subdivision plat and/or a site condominium or site plan shall not be approved by the Township until it has been reviewed and approved based upon the requirements for a Tree Removal Permit.

3. Site Development Standards. In addition to other requirements of this Section, compliance with the following standards is required in all developments:
   a. Structures. The applicant shall designate the location of all proposed structures or building sites and the area around them to be disturbed. Such designation shall be made with the objective of preserving protected trees, and the Planning Commission or Building Official, as the case may be, shall have discretion to require reasonable adjustments in this regard during the approval process.
   b. Building Sites. For each building site in a development, the applicant shall designate the "building envelope," which shall be the area enclosed or to be enclosed by the exterior walls of the proposed structure on the property, plus a reasonable area beyond such walls up to fifteen (15) feet, so long as the building or structure is not in any required setback. With the objective of preserving trees, and also allowing reasonable development, the fifteen (15) feet beyond each wall may be re-allocated so that the total distance on both sides of the exterior walls is thirty (30) feet (e.g., ten (10) feet on one side and twenty (20) feet on the other). The same treatment shall be authorized for areas beyond the front and back walls.
   c. Activities Within Building Envelope. A Tree Removal Permit shall not be required for construction of structures or improvements or other activities within a building envelope.
   d. Activities Outside Building Envelope. Subject to the exceptions enumerated in this provision, and in Paragraph D below, a tree removal permit shall be required to remove or cut a protected tree outside of the area designated for structures and building envelopes. The Planning Commission or Building Official, as the case may be, may issue an advanced written waiver of the requirement for a tree removal permit or mitigation when it is shown that tree removal is necessary and there is no reasonable alternative in connection with building location road access, driveways, utilities, septic fields or other disturbances customarily required for the particular development. The Planning Commission or Building Official may confer with other Township personnel and/or consultants in making decisions under this Section.
   e. Minimum Preservation Requirement. For parcels five (5) acres or greater, the applicant shall preserve and leave standing and undamaged a minimum of eighty percent (80%) of the total number of protected trees on the lot having a d.b.h. of four (4) inches or greater. However, trees contained within the designated building envelope, streets, drives, and parking areas, or within required drainage or utility improvement areas and/or driveway and sidewalk areas, as determined by the Building Official or designee, shall not be included in the calculation for determining the required minimum preservation percentage.

D. Exceptions.

Notwithstanding the requirements of Paragraph 3 above, the following activities shall be permitted without a Tree Removal Permit, unless otherwise prohibited by statute or other ordinance provision.

1. Parcels Less Than Five Acres. Tree removal on a parcel containing less than five (5) acres. For the purpose of calculating the size of a parcel, all contiguous land owned in common by one (1) owner, shall be included in determining total acreage. The term "one owner" in this provision shall include all persons in an immediate family, and all entities in which an individual has more than a ten percent (10%) interest. This provision shall not exempt parcels from regulations under the terms of this Ordinance at the time of application for approval of plats, site plans, condominiums or other land divisions. (amended 11 15.01)
2. **Activities Within Building Envelope or Building Site.** No tree removal permit shall be required for construction of structures or other activities within a building envelope or building site. This shall include roads, road rights-of-way, driveways, essential utilities, retention/detention ponds, or septic fields.

3. **Bona Fide Agricultural Use.** Tree removal or transplanting occurring during use of land for bona fide agricultural operations. In determining whether the land has a bona fide agricultural operation, the nature of the use, the duration of its operation, and other relevant factors shall be considered.

4. **Commercial Nursery.** Tree removal or transplanting occurring during use of land for the operation of a commercial nursery that is licensed with the State of Michigan and has previously been in operation on the property for three (3) years or more, or the property owner records an affidavit that the commercial nursery shall continue in active operation for a period of no less than five (5) years.

5. **Emergencies.** Actions made necessary by an emergency, such as tornado, windstorm, flood, freeze, dangerous and infectious insect infestation or disease, or other disaster, in order to prevent injury or damage to persons or property or restore order, and where it would be contrary to the interest of the public, or to the health or safety of one (1) or more persons to defer cutting pending submission and processing of a permit application. Unless life and property would be threatened, this exception shall not apply unless and until the Township Supervisor, or the Supervisor's designee, has approved the removal.

6. **Governmental Agencies.** Tree trimming, removal, or transplanting performed by, or on behalf of, governmental entities, Road Commission or agencies to the limited extent necessary to achieve authorized objectives of the entities or agencies.

7. **Public Utilities.** Repair or maintenance work performed by public utilities necessitating the trimming or cutting of trees to the limited extent necessary to achieve authorized objectives of the utility.

8. **Dead or Damaged Trees.** Removal or trimming of dead or damaged trees, provided the Township has first confirmed in writing the dead or damaged condition upon request of the property owner.

9. **Nominal Activity.** Where the activity involves the removal or transplanting of three (3) or fewer trees having six (6) inches or greater d.b.h. within a one (1) year period, and is not related to the development of a parcel or construction of a building or structure.

10. **Tree Management.** Where a tree management plan prepared by a State of Michigan registered forester or other natural resource professional who is qualified to prepare such a plan is submitted to and approved by the Building Official or designee, who may confer with the Township expert at his or her discretion, tree cutting may occur in accordance with the plan without a permit. To qualify under this exception, tree management activity shall be for the purpose of reducing the density of trees so as to promote and maintain the health and viability of the remaining trees and/or for forest or woodland improvements generally; for promotion of wildlife habitat; for facilitation of appropriate forest-related or woodland-related recreational activities, including but not limited to hunting; and for other similarly acceptable silvicultural practices. The management plan shall include the means by which cut trees shall be removed from the property with the least possible damage to remaining trees. The person seeking approval and exemption under this provision may be required to establish an escrow with the Building Official for the purpose of covering the costs of the Township's expert.

E. **Application for Tree Removal Permit.**

1. **Application and Fee.** A person seeking a Tree Removal Permit must submit a written application to the Township Clerk and pay the permit application fee as established by resolution of the Township Board.

2. **Time of Application.** Application for a Tree Removal Permit shall be made before removing, cutting, or transplanting trees. Where the site is proposed for development necessitating site plan, site condominium or plat review, application for a Tree Removal Permit shall be made prior to or concurrent with site plan or final preliminary plat submittal. Where development of one (1) single-family home is proposed (on parcels of five...
Article XXVII

27.12 Tree and Woodlands Protection

(5) acres or more), application for tree removal permit shall be made prior to or concurrent with the building permit application.

3. One (1) Single-Family Building Site. For one (1) single-family building site on parcels of five (5) acres or more, the permit application shall include four (4) copies of a plan drawn to scale containing the following information:

a. Property Dimensions. The boundaries and dimensions of the property, and the location of any existing and proposed structure or improvement, and a statement identifying the type of structure or improvement.

b. Inventory of Trees. Location of all existing protected trees identified by common or botanical name. Trees proposed to remain, to be transplanted, or to be removed shall be so designated. The Building Official or designee may waive detailed tree inventory requirements for those areas of the site where proposed development will not impact regulated trees.

c. Tree Protection. A statement describing how trees intended to remain will be protected during development.

d. Easements and Setbacks. Location and dimension of existing and proposed easements, as well as all setbacks required by the Zoning Ordinance.

e. Grade Changes. Designation and description of grade changes proposed for the property.

f. Intended Tree Replacement. A cost estimate for any proposed tree replacement program, with a detailed explanation including the number, size, and species.

g. Tree Identification. A statement that all trees being retained will be identified by some method such as painting, flagging, etc., and, where protective barriers are necessary, that they will be erected before work starts.

h. Structures, Building Envelope, Utilities, and Driveway. The plan shall show the structures, building envelope, utilities, and driveway as existing and/or proposed on the property.

4. Other Developments. For other developments, including site plans, site condominiums or subdivisions, the permit applicant shall provide ten (10) copies of a plan containing the same information required for one (1) single-family building site, and the following additional information:

a. Plan. A topographical survey sealed by a registered engineer or registered surveyor shall be shown on the plat.

b. Tree Survey. A tree survey prepared by a State of Michigan registered forester, arborist, or landscape architect for all areas for which a Tree Removal Permit is required.

c. For larger sites over ten (10) acres in size containing more than one hundred (100) regulated trees, the Planning Commission may waive the detailed tree inventory requirements where it can be demonstrated that the proposed development will not impact woodland areas.

5. For All Developments. For all developments, any proposed tree relocation or replacement, consistent with Paragraph H, below, shall be specified in the application, including a drawing and detailed explanation of the proposal.

F. Application Review Procedure.

1. Staff Review. The Building Official or designee shall review the submitted Tree Removal Permit application to verify that the applicant has provided all required information. Completed applications shall be referred to the appropriate consultants. Upon request of either the applicant or the Township, the Township may conduct
a field inspection or review meeting. The Township personnel involved in the review shall submit their reports and recommendations to the Building Official, who shall forward them to the Planning Commission or Township Board, as appropriate, for further review.

2. **Reviewing Authority.** Where the site is proposed for development necessitating site plan review, site condominium or plat approval by the Township Planning Commission, the Planning Commission shall be responsible for granting or denying the application for a Tree Removal Permit (subject to affirmation, reversal, or modification by the Township Board, with respect to plat approvals). Where site plan review or plat approval by the Planning Commission is not required by ordinance, the grant or denial of the Tree Removal Permit application shall be the responsibility of the Building Official or designee, following the right and opportunity of the Building Official or designee to confer with consultants. Where the use of a consultant is reasonably required, the property owner shall establish an escrow in an amount determined by Township Board resolution establishing fees, out of which the consultant’s fee shall be paid. The decision to grant or deny a permit shall be governed by the review standards enumerated in Paragraph G, below.

3. **Denial of Tree Removal Permit.** Whenever an application for a Tree Removal Permit is denied, the permit applicant shall be notified, in writing, of the reasons for denial. If such decision is made by the Planning Commission or Township Board, it shall be a part of the minutes of the meeting at which action on a site plan, site condominium or plat review was taken. Denial of a tree removal permit may be appealed to the Zoning Board of Appeals, in accordance with the provisions of this Ordinance.

4. **Tree Removal Permit.** Whenever an application for a Tree Removal Permit is granted, the reviewing authority shall:

   a. **Conditions.** Attach to the granting of the permit any reasonable conditions considered necessary by the reviewing authority to ensure the intent of this Ordinance will be fulfilled and to minimize damage to, encroachment in, or interference with natural resources and processes within wooded areas, including, without any limitation, the trees to be preserved.

   b. **Completion of Operations.** Fix a reasonable time, up to a maximum of eighteen (18) months, to complete tree removal, transplanting, and replacement operations, ensuring that plantings occur at correct times of the year. Such time may be extended, upon written request submitted thirty (30) days before expiration of the original permit, by the body or entity that approved the original permit.

   c. **Security.** Require the permit grantee to file with the Township a cash or irrevocable bank letter of credit in an amount reasonably determined necessary by the Township to ensure compliance with the Tree Removal Permit conditions and this Ordinance in regard to transplanting and replacement of trees; provided, however, that security shall only be required if the developer is to perform the transplanting and/or replacement after six (6) months following grant of a permit, or to perform the transplanting and/or replacement after issuance of a Certificate of Occupancy. The security requirement may also be waived at the direction of the Planning Commission or Building Official. *(amended 08.15.16)*

   d. **Term of Permit.** A tree removal permit issued under this paragraph shall be null and void if commencement of work permitted under the permit has not been commenced within a reasonable time, not to exceed twelve (12) months. In addition, a permit shall be void after the expiration of eighteen (18) months from the date of issuance. A six (6) month extension may be granted upon written request to the body or entity that approved the original permit. The request must be received forty-five (45) days before expiration of the original permit.

5. **Time for Decision.** Where a single, one-family home on a parcel five (5) acres or more is proposed, or where a site plan, site condominium, or plat review is required, the Township’s decision on the application shall be issued within sixty (60) days of the date of the Township’s receipt of a complete application for a Tree Removal Permit or from the time that the application is considered administratively complete; or if the application under this Section is being considered in conjunction with a companion application for development approval involving the same property, the Township’s decision on the application under this Section shall be made concurrent with the decision on the other development proposal.

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*Revised 05/21/20*

*Charter Township of Orion Zoning Ordinance 78*

*Page 27 - 55*
The following standards shall govern the granting or denial of an application for Tree Removal Permit:

1. **Limitation.** Removal or transplanting of protected trees shall be subject to the Minimum Preservation Requirement set forth in Paragraph C (3), above, for site development, and removal or transplanting of protected trees shall otherwise be limited to instances where:
   a. **Necessary for Construction.** Removal or transplanting is necessary for the construction of a building, structure, or other site improvement, and the permit applicant has shown there is no feasible and prudent location alternative on site for improvement; or
   b. **Disease, Damage, Etc.** The tree(s) is demonstrated to the Township Building Official to be diseased, damaged, or in danger of falling; be located too close to existing or proposed buildings or structures; interfere with existing utility service or drainage; create unsafe vision clearance; or be in violation of other ordinances or regulations.

2. **Minimum Preservation Requirements.** Unless otherwise exempt from the regulations of this Ordinance, all sites shall maintain a minimum preservation as required in Subsection (C)(3)(e), above.

3. **Preservation and Conservation.** Tree preservation and conservation shall be of paramount concern and importance; provided, however, that an application shall not be denied solely because of the presence of trees on the site.

4. **Developmental Alternatives.** Preservation and conservation of wooded areas, trees, woody vegetation, wildlife, and related natural resources and processes shall have priority over development when there are feasible and prudent location alternatives on site for proposed buildings, structures, or other site improvements.

5. **Diversity of Species.** A diversity of tree species shall be maintained where feasible.

6. **Clear-Cutting.** Where the proposed activity consists of land clearing, or clear-cutting, it shall be limited to areas to be improved for roadways, sidewalks, drainage, and utilities and areas necessary for the construction of buildings, structures, or other site improvements as shown on an approved site plan, site condominium or subdivision plat. Clear-cutting of more than twenty percent (20%) of a site (excluding areas essential for development such as roads, drainage utilities, buildings etc.) shall be prohibited.

7. **Relocation or Replacement.** The proposed activity shall include necessary provisions for tree relocation or replacement, in accordance with Paragraph H, and tree protection, in accordance with Paragraph I.

H. **Tree Relocation or Replacement.**

1. **Requirement Established.** For each protected tree required to be preserved under the terms and standards set forth above, and which is permitted to be removed by permit granted under this Section, the applicant shall replace or relocate trees according to the replacement tree requirements set forth below.

2. **Replacement Tree Requirements.**
   a. Replacement trees shall have shade potential and/or other characteristics comparable to the removed trees, shall be State Department of Agriculture Nursery Grade No. 1 or better, and must be approved by the Township prior to planting. Replacement trees must be staked, fertilized, and mulched, and watered, and shall be guaranteed by the applicant for two (2) years. An agreement together with appropriate security (cash or letter of credit) in a form approved by the Township, shall be provided in connection with such guaranty.
   b. Trees usable for replacement trees may be transplanted on site using appropriate and accepted procedures and precautions.
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27.12 Tree and Woodlands Protection

c. For deciduous trees, replacement shall be on a one-for-one basis. For example, for each tree removed, a replacement tree shall be planted. All replacement trees shall have a d.b.h. of at least two (2) inches. All evergreen replacement trees shall be at least six (6) feet tall.

d. One (1) landmark tree shall be replaced at a rate of one (1) inch of replacement tree for each d.b.h. inch of landmark tree removed.

e. Trees listed in Section 27.05 (E) shall not be permitted as replacement trees.

f. The Planning Commission shall be authorized to waive a portion or all of the tree replacement requirements when site factors, tree conditions, or development requirements preclude reasonable actions to conform with this Section, and the applicant proposes a contribution to the Tree Fund, created in Paragraph M, below, in an amount reasonably related to the cost of the tree replacement being waived.

3. Replacement Tree Location.

a. Township Approval Required. The Township shall approve tree relocation or replacement locations. To the extent feasible and desirable, trees shall be relocated or replaced on site and within the same general area as trees removed, provided that survival shall not be jeopardized by improvements or activities.

b. Relocation or Replacement Off-Site. Where it is not feasible and desirable to relocate or replace trees on site, as determined by the Township decision-maker under this Section, relocation or replacement may be made at another location in the Township, approved as part of the permit. This shall not preclude reasonable actions to conform with this Section or contributions to the Tree Fund, created in Paragraph M, below, in an amount reasonably related to the cost of the tree replacement being waived.

I. Tree Protection During Construction.

1. Placing Materials Near Tree. No person may conduct any activity within the drip line of any protected tree designated to remain, including, but not limited to, placing solvents, building material, construction equipment, or soil deposits within the drip line.

2. Attachments to Trees. During construction, no person shall attach any device to any remaining protected tree except for the protection of a tree in accordance with forestry procedures.

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and inspect the premises at any reasonable time, and failure to allow inspection shall constitute a violation of this Section.

2. **Stop Work: Withholding Certificate of Occupancy.** The Building Official may issue a stop work order if this Section is being violated, or if the Permittee is failing to conform with any conditions attached to a Tree Removal Permit. In addition, the Building Official may withhold issuance of a Certificate of Occupancy until a violation or conformance with a condition has been cured; provided, however, the Building Official may, in his or her discretion, issue a temporary Certificate of Occupancy, conditioned upon the posting of reasonable security coupled with an agreement in a form approved by the Township guaranteeing the cure of a violation or condition.

3. **Pursuit of Court Relief.** In addition to all other remedies available, the Township may issue a citation or initiate Circuit Court litigation to achieve compliance with this Section.

K. **Historic or Landmark Trees.**

A nomination for designation shall be brought up for consideration by the Planning Commission.

1. Any Township property owner may nominate a tree within their own property boundaries for designation as a landmark tree or historic tree. If nominated, the Planning Commission shall review the nomination request and if determined to meet the criteria listed below, shall be placed on the Township's Landmark Tree Inventory.

2. The Planning Commission may designate a tree, upon nomination, as a historic tree upon finding that one (1) or more of the following unique characteristics exist:
   
a. The tree is the predominant tree within a distinct scenic or aesthetically valued setting.
   
b. The tree is of unusual age or size for that species in this climatic and geographic location. (Examples include trees listed on the Register of Big Trees or the Michigan Botanical Club as large trees.)
   
c. The tree has gained prominence due to unusual form or botanical characteristics.
   
d. The tree has some historical significance to the Township.

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4. A permit shall be required to remove any landmark or historic tree. Any historic tree shall be replaced on a 1-to-1 caliper inch basis. For example, a 48" landmark tree shall be replaced by 24 two-inch trees. This replacement requirement may be waived if, in the opinion of the Planning Commission and after review by the Township's consultant, the health/condition of the tree is such that it should not be counted.
L. Landmark Trees.

1. The following landmark trees shall be protected under this Section:

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<td>Hickory</td>
<td>Carya</td>
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</tr>
<tr>
<td>Hop-Hornbeam</td>
<td>Ostrya virginiana</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Kentucky Coffeetree</td>
<td>Gymnocladus dioicus</td>
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</tr>
<tr>
<td>Larch/Tamarack</td>
<td>Larix</td>
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</tr>
<tr>
<td>London Planetree/Sycamore</td>
<td>Platanus</td>
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</tr>
<tr>
<td>Maple (Red)</td>
<td>Acer rubrum</td>
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</tr>
<tr>
<td>Maple (Silver)</td>
<td>Acer saccharinum</td>
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<td>Maple (Sugar)</td>
<td>Acer saccharum</td>
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<td>Maple (Norway)</td>
<td>Acer platanoides</td>
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<td>Maple (Amur)</td>
<td>Acer ginnala</td>
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<td>Maple (Box Elder)</td>
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<td>Oak (All species)</td>
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<td>Redbud</td>
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<td>Sassafras albidum</td>
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<td>Liquidambar styraciflua</td>
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<td>Tulip Poplar</td>
<td>Liriodendron tulipifera</td>
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<td>Wild Cherry</td>
<td>Serotina</td>
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<tr>
<td>Witch-Hazel</td>
<td>Hamamelis virginiana</td>
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M. Tree Fund.

1. A Tree Fund is hereby created as the depository for all moxies proposed to be paid by applicants in lieu of tree replacement or relocation, as provided in this Section.

2. The Township Board shall administer the Tree Fund, with the objective of pursuing the planting of trees within the Township. In the administration of the Tree Fund, the Township Board shall, if reasonably feasible, attempt to purchase and install trees within a reasonable proximity of the development in connection with which funds have been paid to the Tree Fund.

Section 27.13 – Regulated Uses (added 03.04.02)

A. Intent and Purpose.
### Section 27.12 - Tree and Woodlands Protection

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<tr>
<th>C. Tree Removal Permit Required.</th>
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<tr>
<td><strong>1. Requirements.</strong> A person shall not remove, transplant, or destroy, or cause to be removed, transplanted, or destroyed, on any undeveloped land in the Township, any protected tree (i.e., a tree having a d.b.h. of four (4) inches or greater) without first obtaining a Tree Removal Permit subject to the exceptions enumerated in Paragraph D below, &quot;Exceptions&quot;.</td>
<td></td>
</tr>
<tr>
<td><strong>2. Plat or Site Plan Approval.</strong> A subdivision plat and/or a site condominium or site plan shall not be approved by the Township until it has been reviewed and approved based upon the requirements for a Tree Removal Permit.</td>
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</tr>
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<td><strong>3. Site Development Standards.</strong> In addition to other requirements of this Section, compliance with the following standards is required in all developments:</td>
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</tr>
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<td>a. <strong>Structures.</strong> The applicant shall designate the location of all proposed structures or building sites and the area around them to be disturbed. Such designation shall be made with the objective of preserving protected trees, and the Planning Commission or Building Official, as the case may be, shall have discretion to require reasonable adjustments in this regard during the approval process.</td>
<td></td>
</tr>
<tr>
<td>b. <strong>Building Sites.</strong> For each building site in a development, the applicant shall designate the &quot;building envelope,&quot; which shall be the area enclosed or to be enclosed by the exterior walls of the proposed structure on the property, plus a reasonable area beyond such walls up to fifteen (15) feet, so long as the building or structure is not in any required setback. With the objective of preserving trees, and also allowing reasonable development, the fifteen (15) feet beyond each wall may be reallocated so that the total distance on both sides of the exterior walls is thirty (30) feet (e.g., ten (10) feet on one side and twenty (20) feet on the other). The same treatment shall be authorized for areas beyond the front and back walls.</td>
<td></td>
</tr>
<tr>
<td>c. <strong>Activities Within Building Envelope.</strong> A Tree Removal Permit shall not be required for construction of structures or improvements or other activities within a building envelope.</td>
<td></td>
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<tr>
<td>d. <strong>Activities Outside Building Envelope.</strong> Subject to the exceptions enumerated in this provision, and in Paragraph D below, a tree removal permit shall be required to remove or cut a protected tree outside of the area designated for structures and building envelopes. The Planning Commission or Building Official, as the case may be, may issue an advanced written waiver of the requirement for a tree removal permit or mitigation when it is shown that tree removal is necessary and there is no reasonable alternative in connection with building location road access, driveways, utilities, septic fields or other disturbances customarily required for the particular development. The Planning Commission or Building Official may confer with other Township personnel and/or consultants in making decisions under this Section.</td>
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<tr>
<td>e. <strong>Minimum Preservation Requirement.</strong> For parcels five (5) acres or greater, the applicant shall preserve and leave standing and undamaged a minimum of eighty percent (80%) of the total number of protected trees on the lot having a d.b.h. of four (4) inches or greater. However, trees contained within the designated building envelope, streets, drives, and parking areas, or within required drainage or utility improvement areas and/or driveway and sidewalk areas, as determined by the Building Official or designee, shall not be included in the calculation for determining the required minimum preservation percentage.</td>
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<td><strong>Notwithstanding</strong> the requirements of Paragraph 3 above, the following activities shall be permitted without a Tree Removal Permit, unless otherwise prohibited by statute or other ordinance provision.</td>
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<td><strong>1. Parcels Less Than Five Acres.</strong> Tree removal on a parcel containing less than five (5) acres. For the purpose of calculating the size of a parcel, all contiguous land owned in common by one (1) owner, shall be included in determining total acreage. The term &quot;one owner&quot; in this provision shall include all persons in an immediate family, and all entities in which an individual has more than a ten percent (10%) interest. This provision shall not exempt parcels from regulations under the terms</td>
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of this Ordinance at the time of application for approval of plats, site plans, condominiums or other land divisions. (amended 11.15.01)

2. Activities Within Building Envelope or Building Site. No tree removal permit shall be required for construction of structures or other activities within a building envelope or building site. This shall include roads, road rights-of-way, driveways, essential utilities, retention/detention ponds, or septic fields.

3. Bona Fide Agricultural Use. Tree removal or transplanting occurring during use of land for bona fide agricultural operations. In determining whether the land has a bona fide agricultural operation, the nature of the use, the duration of its operation, and other relevant factors shall be considered.

4. Commercial Nursery. Tree removal or transplanting occurring during use of land for the operation of a commercial nursery that is licensed with the State of Michigan and has previously been in operation on the property for three (3) years or more, or the property owner records an affidavit that the commercial nursery shall continue in active operation for a period of no less than five (5) years.

5. Emergencies. Actions made necessary by an emergency, such as tornado, windstorm, flood, freeze, dangerous and infectious insect infestation or disease, or other disaster, in order to prevent injury or damage to persons or property or restore order, and where it would be contrary to the interest of the public, or to the health or safety of one (1) or more persons to defer cutting pending submission and processing of a permit application. Unless life and property would be threatened, this exception shall not apply unless and until the Township Supervisor, or the Supervisor’s designee, has approved the removal.

6. Governmental Agencies. Tree trimming, removal, or transplanting performed by, or on behalf of, governmental entities, Road Commission or agencies to the limited extent necessary to achieve authorized objectives of the entities or agencies.

7. Public Utilities. Repair or maintenance work performed by public utilities necessitating the trimming or cutting of trees to the limited extent necessary to achieve authorized objectives of the utility.

8. Dead or Damaged Trees. Removal or trimming of dead or damaged trees, provided the Township has first confirmed in writing the dead or damaged condition upon request of the property owner.

9. Nominal Activity. Where the activity involves the removal or transplanting of three (3) or fewer trees having six (6) inches or greater d.b.h. within a one (1) year period, and is not related to the development of a parcel or construction of a building or structure.

10. Tree Management. Where a tree management plan prepared by a State of Michigan registered forester or other natural resource professional who is qualified to prepare such a plan is submitted to and approved by the Building Official or designee, who may confer with the Township expert at his or her discretion, tree cutting may occur in accordance with the plan without a permit. To qualify under this exception, tree management activity shall be for the purpose of reducing the density of trees so as to promote and maintain the health and viability of the remaining trees and/or for forest or woodland improvements generally; for promotion of wildlife habitat; for facilitation of appropriate forest-related or woodland-related recreational activities, including but not limited to hunting; and for other similarly acceptable silvicultural practices. The management plan shall include the means by which cut trees shall be removed from the property with the least possible damage to remaining trees. The person seeking approval and exemption under this provision may be required to establish an escrow with the Building Official for the purpose of covering the costs of the Township’s expert.

E. Application for Tree Removal Permit.

4. Other Developments. For other developments, including site plans, site condominiums or subdivisions, the permit applicant shall provide ten (10) copies of a plan containing the same information required for one (1) single-family building site, and the following additional information:
a. Plan. A topographical survey sealed by a registered engineer or registered surveyor shall be shown on the plat.

b. Tree Survey. A tree survey prepared by a State of Michigan registered forester, arborist, or landscape architect for all areas for which a Tree Removal Permit is required.

c. For larger sites over ten (10) acres in size containing more than one hundred (100) regulated trees, the Planning Commission may waive the detailed tree inventory requirements where it can be demonstrated that the proposed development will not impact woodland areas.

F. Application Review Procedure.

4. Tree Removal Permit. Whenever an application for a Tree Removal Permit is granted, the reviewing authority shall:

a. Conditions. Attach to the granting of the permit any reasonable conditions considered necessary by the reviewing authority to ensure the intent of this Ordinance will be fulfilled and to minimize damage to, encroachment in, or interference with natural resources and processes within wooded areas, including, without any limitation, the trees to be preserved.

b. Completion of Operations. Fix a reasonable time, up to a maximum of eighteen (18) months, to complete tree removal, transplanting, and replacement operations, ensuring that plantings occur at correct times of the year. Such time may be extended, upon written request submitted thirty (30) days before expiration of the original permit, by the body or entity that approved the original permit.

c. Security. Require the permit grantees to file with the Township a cash or irrevocable bank letter of credit in an amount reasonably determined necessary by the Township to ensure compliance with the Tree Removal Permit conditions and this Ordinance in regard to transplanting and replacement of trees; provided, however, that security shall only be required if the developer is to perform the transplanting and/or replacement after six (6) months following grant of a permit, or to perform the transplanting and/or replacement after issuance of a Certificate of Occupancy. The security requirement may also be waived at the direction of the Planning Commission or Building Official. (amended 08.15.16)

d. Term of Permit. A tree removal permit issued under this paragraph shall be null and void if commencement of work permitted under the permit has not been commenced within a reasonable time, not to exceed twelve (12) months. In addition, a permit shall be void after the expiration of eighteen (18) months from the date of issuance. A six (6) month extension may be granted upon written request to the body or entity that approved the original permit. The request must be received forty-five (45) days before expiration of the original permit.

G. Application Review Standards.

The following standards shall govern the granting or denial of an application for Tree Removal Permit:

1. Limitation. Removal or transplanting of protected trees shall be subject to the Minimum Preservation Requirement set forth in Paragraph C (3), above, for site development, and removal or transplanting of protected trees shall otherwise be limited to instances where:

a. Necessary for Construction. Removal or transplanting is necessary for the construction of a building, structure, or other site improvement, and the permit applicant has shown there is no feasible and prudent location alternative on site for improvement; or

b. Disease, Damage, Etc. The tree(s) is demonstrated to the Township Building Official to be diseased, damaged, or in danger of falling; be located too close to existing or proposed buildings or structures; interfere with existing utility service or drainage; create unsafe vision clearance; or be in violation of other ordinances or regulations.

2. Minimum Preservation Requirements. Unless otherwise exempt from the regulations of this Ordinance, all sites shall maintain a minimum preservation as required in Subsection (C)(3)(e), above.
3. Preservation and Conservation. Tree preservation and conservation shall be of paramount concern and importance; provided, however, that an application shall not be denied solely because of the presence of trees on the site.

4. Developmental Alternatives. Preservation and conservation of wooded areas, trees, woody vegetation, wildlife, and related natural resources and processes shall have priority over development when there are feasible and prudent location alternatives on site for proposed buildings, structures, or other site improvements.

5. Diversity of Species. A diversity of tree species shall be maintained where feasible.

6. Clear-Cutting. Where the proposed activity consists of land clearing, or clear-cutting, it shall be limited to areas to be improved for roadways, sidewalks, drainage, and utilities and areas necessary for the construction of buildings, structures, or other site improvements as shown on an approved site plan, site condominium or subdivision plat. Clear-cutting of more than twenty percent (20%) of a site (excluding areas essential for development such as roads, drainage utilities, buildings etc.) shall be prohibited.

7. Relocation or Replacement. The proposed activity shall include necessary provisions for tree relocation or replacement, in accordance with Paragraph H, and tree protection, in accordance with Paragraph I.

H. Tree Relocation or Replacement.

1. Requirement Established. For each protected tree required to be preserved under the terms and standards set forth above, and which is permitted to be removed by permit granted under this Section, the applicant shall replace or relocate trees according to the replacement tree requirements set forth below.

2. Replacement Tree Requirements.

   a. Replacement trees shall have shade potential and/or other characteristics comparable to the removed trees, shall be State Department of Agriculture Nursery Grade No. 1 or better, and must be approved by the Township prior to planting. Replacement trees must be staked, fertilized, and mulched, and watered, and shall be guaranteed by the applicant for two (2) years. An agreement together with appropriate security (cash or letter of credit) in a form approved by the Township, shall be provided in connection with such guaranty.

   b. Trees usable for replacement trees may be transplanted on site using appropriate and accepted procedures and precautions.

   c. For deciduous trees, replacement shall be on a one-for-one basis. For example, for each tree removed, a replacement tree shall be planted. All replacement trees shall have a d.b.h. of at least two (2) inches. All evergreen replacement trees shall be at least six (6) feet tall.

   d. One (1) landmark tree shall be replaced at a rate of one (1) inch of replacement tree for each d.b.h. inch of landmark tree removed.

   e. Trees listed in Section 27.05 (E) shall not be permitted as replacement trees.

   f. The Planning Commission shall be authorized to waive a portion or all of the tree replacement requirements when site factors, tree conditions, or development requirements preclude reasonable actions to conform with this Section, and the applicant proposes a contribution to the Tree Fund, created in Paragraph M, below, in an amount reasonably related to the cost of the tree replacement being waived.

3. Replacement Tree Location.

   a. Township Approval Required. The Township shall approve tree relocation or replacement locations. To the extent feasible and desirable, trees shall be relocated or replaced on site and within the same general area as trees removed, provided that survival shall not be jeopardized by improvements or activities.

   b. Relocation or Replacement Off-Site. Where it is not feasible and desirable to relocate or replace trees on site, as determined by the Township decision-maker under this Section, relocation or
replacement may be made at another location in the Township, approved as part of the permit. This shall not preclude reasonable actions to conform with this Section or contributions to the Tree Fund, created in Paragraph M, below, in an amount reasonably related to the cost of the tree replacement being waived.

I. Tree Protection During Construction.

1. Placing Materials Near Tree. No person may conduct any activity within the drip line of any protected tree designated to remain, including, but not limited to, placing solvents, building material, construction equipment, or soil deposits within the drip line.

2. Attachments to Trees. During construction, no person shall attach any device to any remaining protected tree except for the protection of a tree in accordance with forestry procedures.

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<td>Ginkgo</td>
<td>Ginkgo</td>
<td>18&quot;</td>
</tr>
<tr>
<td>Hemlock</td>
<td>Tsuga</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Hickory</td>
<td>Carya</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Hop-Hornbeams</td>
<td>Osyra virginiana</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Kentucky Coffeetree</td>
<td>Gynoecia dioica</td>
<td>20&quot;</td>
</tr>
<tr>
<td>Larch/Tamarack</td>
<td>Larix</td>
<td>18&quot;</td>
</tr>
<tr>
<td>London Planes/Sycamore</td>
<td>Platanus</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Maple (Red)</td>
<td>Acer rubrum</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Maple (Silver)</td>
<td>Acer saccharum</td>
<td>36&quot;</td>
</tr>
<tr>
<td>Maple (Sugar)</td>
<td>Acer saccharum</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Maple (Norway)</td>
<td>Acer platanoides</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Maple (Amur)</td>
<td>Acer ginnala</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Maple (Box Elder)</td>
<td>Acer negundo</td>
<td>36&quot;</td>
</tr>
<tr>
<td>Oak (All species)</td>
<td>Quercus</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Pine (All species)</td>
<td>Pinus</td>
<td>30&quot;</td>
</tr>
<tr>
<td>Poplar</td>
<td>Popolius</td>
<td>36&quot;</td>
</tr>
<tr>
<td>Redbud</td>
<td>Cercis canadensis</td>
<td>6&quot;</td>
</tr>
<tr>
<td>Sassafras</td>
<td>Sassafras albidum</td>
<td>15&quot;</td>
</tr>
<tr>
<td>Serviceberry</td>
<td>Amelanchier</td>
<td>6&quot;</td>
</tr>
<tr>
<td>Spruce</td>
<td>Picea</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Sweetgum</td>
<td>Liquidambar styraciflua</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Tulip Poplar</td>
<td>Liriodendron tulipifera</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Wild Cherry</td>
<td>Sorbus</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Witch Hazel</td>
<td>Hamamelis virginiana</td>
<td>6&quot;</td>
</tr>
</tbody>
</table>

M. Tree Fund.

1. A Tree Fund is hereby created as the depository for all monies proposed to be paid by applicants in lieu of tree replacement or relocation, as provided in this Section.

2. The Township Board shall administer the Tree Fund, with the objective of pursuing the planting of trees within the Township. In the administration of the Tree Fund, the Township Board shall, if reasonably feasible, attempt to purchase and install trees within a reasonable proximity of the development in connection with which funds have been paid to the Tree Fund.
TO: The Charter Township of Orion Planning Commission  
FROM: Tammy Girling, Planning & Zoning Director  
DATE: January 29, 2021  
RE: PC-2021-01, Dutton Park Site Plan  

As requested, I am providing suggested motions for the abovementioned project. Please feel free to modify the language. The verbiage below could substantially change based upon the Planning Commissions’ findings of facts for the project. Any additional findings of facts should be added to the motion below.

**Lapeer Overlay Design Standards (Ord. No. 78, Section 35.04, B)**  
**Motion 1:** I move that the Planning Commission *grants/denies* a Lapeer Overlay Design Standard waiver for *building orientation, *Connectivity, and *Front Yard Parking, for PC-2021-01, Dutton Park, for plans date stamped received 01/13/21 based on consideration of the following and the following findings of facts:

a. The standards of this Section would prevent reasonable use of the site (insert findings).

b. Existing site design including architecture, parking, driveways, etc. are placed in a manner which makes application of standard impractical (insert findings).

c. Limited lot area and the arrangement of existing features provide inadequate space to accommodate design requirements (insert findings).

**Site Plan (Ord. No. 78, Section 30.01)**  
**Motion 2:** I move that the Planning Commission *approvals* site plan approval for PC-2021-01, Dutton Park Site Plan, located at vacant parcels 09-35-400-048 and 09-35-477-003 located on the north side of Dutton Rd. one parcel east of Interpark N. for plans date stamped received 01/13/21 based on the following findings of facts (*motion make to insert findings of facts*).

This *approval* is based on the following conditions:

a. Resubmittal of the plans and re-review to the satisfaction of the consultants, containing all of the issues listed in the Planner, Engineer, and Fire Marshal reviews. Specifically (motion maker to insert specifics for each consultant review as listed below).

- (Motion maker to list any unresolved issues related to the Township Planner’s review letter).
(Motion maker to list any unresolved issues related to the Township Engineer’s review letter).

(Motion maker to list any unresolved issues related to the Fire Marshall’s review letter)

b. (Motion maker to list any additional conditions).

Or

I move that the Planning Commission **denies** site plan approval for PC-2021-01, Dutton Park Site Plan, located at vacant parcels 09-35-400-048 and 09-35-477-003 located on the north side of Dutton Rd. one parcel east of Interpark N. for plans date stamped received 01/13/21. This **denial** is based on the following reasons (insert findings of facts).

Or

I move that the Planning Commission **postpones** site plan approval for PC-2021-01, Dutton Park Site Plan, located at vacant parcels 09-35-400-048 and 09-35-477-003 located on the north side of Dutton Rd. one parcel east of Interpark N. for plans date stamped received 01/13/21 for the following reasons (motion maker to indicate outstanding items to be addressed from the Planner’s, Fire Marshall’s, or Engineer’s review letter(s)).
January 28, 2021

Charter Township of Orion
Planning Commission
2424 Joslyn Road
Lake Orion, MI 48360

Site Plan Review #2
Dutton Park

Site: North side of Dutton Road, west of Bald Mountain Road
Case No: PC-2021-01
Applicant: Lindon Ivezaj
Plan Date: 12/16/2020
Zoning: IP (Industrial Park) & Lapeer Road Overlay
Parcel ID: 09-35-400-048 & 09-35-477-003

Dear Planning Commissioners:

We have completed a review of the application, site plan, and landscape plan referenced above and a summary of our findings is below. Items in bold require specific action. Items in italics can be addressed administratively. A brief summary of all items within this review is provided on the next page.
SUMMARY OF REVIEW

1. **Interpark Drive.** We recommend the extended Interpark Drive 41-foot wide easement be widened to 60 feet at this time in order to provide space for the required public right-of-way in the future in order to minimize potential zoning compliance issues with this standard at that time.

2. **Retail Use.** The only "retail, entertainment and service" use permitted by right in the IP district is "building material sales". Should the proposed use of each building alter in any way in the future, additional approvals will likely be necessary given that the site is within the IP district.

3. **Decorative light fixtures.** The Planning Commission may approve decorative light fixtures as an alternative to shielded fixtures. We have no objection to the proposed fixtures subject to the applicant verifying no off-site glare would result from these fixtures.

4. **Exit door wall packs.** One exit door wall pack is indicated for each building. Cutsheets should be submitted to verify that this light fixture will be full-cutoff in order to prevent glare.

5. **Performance Guarantee.** Compliance with the performance guarantee requirement will be verified prior to permitting as typical.

6. **Landscaping & Tree Preservation.**
   a. The Tree Preservation Plan should list all trees to be removed. A Tree Removal Permit may be required for protected and Landmark trees.
   b. The plans should identify the three Landmark Trees proposed to be removed and provide for the required mitigation.
   c. The Landscape Plans should verify compliance of that visibility triangles at intersections of streets or driveways are not obstructed.

7. **Lapeer Road Overlay District**

8. **Building Orientation.** We do not believe this section strictly applies as the site does not have frontage on Lapeer Road and is separated from Lapeer Road by several hundred feet.

9. **Connectivity.** The Planning Commission may request the applicant address the feasibility of direct connections from each site to the large undeveloped area internal to both sites.

10. **Internal Sidewalks.** At such time Interpark Drive is extended in the future, sidewalks will likely be required at that time as part of the development of the interior of the site.

11. **Front Yard Parking.** The applicant states a waiver is requested to deviate from this standard. Approximately 25% of parking is provided within the front yard of Dutton Road.

12. **Facades and Exterior Walls.** The applicant should discuss with the Planning Commission the proposed repeating façade patterns or bays for consideration. The Planning Commission could consider requiring additional architectural features.

13. **Flat Roofs.**
   a. As a parapet wall has not been proposed, we believe a waiver request is necessary to accept the proposed screen panels instead of a parapet.
   b. The applicant should verify that the proposed panels described above would be at least one foot above the height of the rooftop mechanical equipment.

14. **Building Materials and Colors.**
   a. The applicant should discuss the proposed building materials in detail with the Planning Commission and how the design provides high quality building materials for each building.
b. Detailed building material colors have not been submitted for consideration. The applicant should verify no prohibited colors listed above are proposed for either building.

**Project Summary**

The applicant is proposing a development consisting of two 10,000 sq. ft., two-story retail/office buildings. Each building would be on a separate parcel but would have a similar use, design, and layout. The application form states that the specific use of each building would be speculative "building material sales retail buildings". A large undeveloped area would remain between the two sites, likely to be developed as industrial at a future date as indicated at the October 21, 2020, pre-application meeting. An 8-foot wide asphalt path is proposed along the entire Dutton Road frontage and also along Bald Mountain Road.

**West Building**

The west building is proposed in the southwest corner of the site along Dutton Road and would be accessed only from a proposed extension of Interpark Drive, which is a 41-foot wide private road easement that currently dead ends at the west boundary of the site. A 26-foot wide access drive would extend south from Interpark Drive to provide access to 50 surface parking spaces that encircle the building. No access from Dutton Road, is proposed. A dumpster enclosure is indicated in the northwest corner of the building, adjacent to a designated 57-foot long loading berth along the north (rear) side of the building. The proposed building is 38 feet in height to the peak of the roof. On the floor plans, the front of the building is indicated as a retail sales area and the rear designated as office and storage areas.

**East Building**

The east building would have a similar layout and design as the west building. It is located at the southeast corner of the site, on a separate parcel, at the intersection of Dutton and Bald Mountain Roads. Access would be provided from the existing Premier Drive, which cuts across the north portion of the parcel, as well as a new driveway proposed onto Bald Mountain Road. Again, 50 parking spaces encircling the building are proposed. A dumpster enclosure is provided at the northwest corner of the building and a 57-foot long loading berth is located along the west side of the building.

**Existing Conditions**

1. **Existing site.** The site consists of two parcels which are part of the southeast ¼ of Section 35, Town 4 North, Range 10 East, and together total 26.236 acres of undeveloped land. The site is bound by Dutton Road to the south, Bald Mountain Road to the east, and Premier Road to the north. Interpark Drive currently stubs into the western property line which provides for the ability to extend access into the subject site. Premier Drive currently cuts through the east parcel at Bald Mountain Road, then runs away to the north of the site into an adjacent industrial park development to the north.

2. **Zoning.** The site is zoned IP (Industrial Park) and is also located within the Lapeer Road Overlay District. As discussed at the October 21, 2020, pre-application meeting, we would like to emphasize that the only "retail, entertainment and service" use permitted by right in the IP district is "building material sales", which is the speculative use proposed for each building. The IP district specifically prohibits "facilities where activities of a retail nature, except for building material sales and parcel delivery services, are conducted. Should the proposed use of each building alter in any way in the future, additional approvals will likely be necessary given that the site is within the IP district.
3. **Adjacent zoning & land uses.**

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>IP – Industrial Park-Lapeer Road Overlay</td>
<td>Warehouse</td>
</tr>
<tr>
<td>South</td>
<td>P-PUD Overlay (Auburn Hills)</td>
<td>Vacant/Office</td>
</tr>
<tr>
<td>East</td>
<td>SP-2 – Special Purpose 2</td>
<td>Ajax Paving: Industrial/Extraction</td>
</tr>
<tr>
<td>West</td>
<td>PUD – Lapeer Road Overlay</td>
<td>Hotel/Restaurant/Vacant</td>
</tr>
</tbody>
</table>
Zoning Ordinance Compliance

4. **IP district area & bulk requirements.**

<table>
<thead>
<tr>
<th>Standard</th>
<th>Requirement</th>
<th>Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Parcel Size (west parcel)</td>
<td>20 acres</td>
<td>23.87 acres - met</td>
</tr>
<tr>
<td>Industrial park as a whole Individual lots</td>
<td>2 acres</td>
<td></td>
</tr>
<tr>
<td>Minimum Parcel (Lot) Size (east parcel)</td>
<td>2 acres</td>
<td>2.37/1.98 acres - Discrepancy with Site Data Net &amp; Gross Acres (SP-8)</td>
</tr>
<tr>
<td>Front Yard Setback (Dutton Rd)</td>
<td>50 ft.</td>
<td>Met (applies to both bldgs.)</td>
</tr>
<tr>
<td>Front Yard Setback (Bald Mountain Rd)</td>
<td>50 ft.</td>
<td>Met (applies to E bldg.)</td>
</tr>
<tr>
<td>Front Yard Setback (Premier Dr)</td>
<td>50 ft.</td>
<td>Met (applies to W bldg.)</td>
</tr>
<tr>
<td>Front/Rear Yard Setback (to north)</td>
<td>50 ft.</td>
<td>Met (applies to both bldgs.)</td>
</tr>
<tr>
<td>Side Yard Setback</td>
<td>20 ft.</td>
<td>Met (applies to both bldgs.)</td>
</tr>
<tr>
<td>Maximum Lot Coverage</td>
<td>35%</td>
<td>West building: 0.48%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>East building: 5.80%</td>
</tr>
<tr>
<td>Maximum Height of All Structures</td>
<td>40 ft / 50 ft Overlay</td>
<td>38 ft. each building - met</td>
</tr>
<tr>
<td>Minimum Clear Space Around Structures</td>
<td>15 ft.</td>
<td>Defer to Fire Dept. Review</td>
</tr>
<tr>
<td>Parking &amp; Driveways Setback</td>
<td>20 ft.</td>
<td>20 ft. - met</td>
</tr>
<tr>
<td>Landscaped Greenbelt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wetland Setbacks</td>
<td>25 ft.</td>
<td>No wetlands apparent</td>
</tr>
<tr>
<td>Off-Street Parking (Overlay supersedes)</td>
<td>50 spaces (1 spc / 200 sf GFA)</td>
<td>50 spaces each building - met</td>
</tr>
</tbody>
</table>

5. **Continuous Curbs.** Section 18.03 C.5. states that all internal roadways and driveways in the front yard area shall be continuously curved. Additionally, all roadways, driveways and parking areas shall consist of hard-surfaced concrete, blacktop or equivalent, as approved by the Planning Commission. Continuous curbs are proposed around the entire paved areas of both sites within all yards. Asphalt pavement is proposed as the hard surface for each site. No action is needed.

6. **Lighting.** Section 18.03 F. states that exterior site lighting shall be fully shielded and directed downward to prevent off-site glare, and that site illumination shall not exceed 1.0 foot-candle along the property lines, which are non-residential. Exterior site-mounted lighting is in compliance with these standards. The proposed building elevations indicate two types of light fixtures that are not indicated on the photometric plan.

   i. **Decorative light fixtures.** Several decorative light fixtures are proposed around the front and sides of each building. The Planning Commission may approve decorative light fixtures as an alternative to shielded fixtures, when it can be proven that there will be no off-site glare and that the proposed fixtures will be more consistent with the character of the site. We have no objection to the proposed fixtures as they are decorative and complement the building, subject to the applicant verifying no off-site glare would result from these fixtures.

   ii. **Exit door wall packs.** One exit door wall pack is indicated for each building. Cutsheets should be submitted to verify that this light fixture will be full-cutoff in order to prevent glare.

7. **Public Road Access.** Section 18.03 G. states that any industrial park developed or proposed in the IP district shall have an internal public road having a minimum right-of-way of at least 60 feet. This internal public road shall have direct access onto an existing or proposed major thoroughfare having a right-of-way of at least 120 feet. This section does not strictly apply at this time as an industrial
park development is not proposed. However, the applicant should be aware that if/when the large undeveloped interior portion of the site is proposed for development, the extended Interpark Drive 41-foot wide easement would not be in compliance with this standard for providing a 60-foot wide public right-of-way. Therefore, we recommend this 41-foot easement be widened to 60 feet at this time in order to provide space for the required 60-foot public right-of-way in the future in order to minimize potential zoning compliance issues with this standard at that time.

8. **Performance guarantee.** Section 18.03 K. states that the Planning Commission shall require a performance guarantee to be deposited with the Township Clerk in accordance with Section 30.09 to ensure that necessary and required improvements proposed on the site plan will be completed. **Compliance with the performance guarantee requirement will be verified prior to permitting as typical.**

**Lapeer Road Overlay District**

The Planning Commission shall have the authority to waive or modify the standards of Section 35.04 upon consideration of the following:

1. The standards of this Section would prevent reasonable use of the site.
2. Existing site design including architecture, parking, driveways, etc. are placed in a manner which makes application of standard impractical.
3. Limited lot area and the arrangement of existing features provide inadequate space to accommodate design requirements.
4. Other design constraints and considerations as defined by the Planning Commission.

**Site Design**

9. **Building Orientation.** Section 35.04 A.1. requires that buildings with customer entrances be oriented towards Lapeer Road; and that loading docks, outdoor storage, trash collection and processing, HVAC equipment, truck parking and servicing areas, and other service functions not be visible from Lapeer Road. **As the site does not have frontage on Lapeer Road, each building has been oriented and designed in relation to its access drive as follows:**
   a. The west building is oriented towards Lapeer Road to the west and Dutton Road to the south, with service functions to the north of the building towards the north access drive.
   b. The east building is oriented towards Premier Drive to the north, with service functions to the west of the building facing the large undeveloped area between the two sites.

We do not believe this section strictly applies as the site does not have frontage on Lapeer Road and is separated from Lapeer Road by several hundred feet. It is unlikely that the intent of this section is to require buildings and sites that do not have frontage on Lapeer Road to be oriented and designed as if they do have frontage on Lapeer Road. However, the Planning Commission may request that the applicant address building orientation if it feels that the site should respect its proximity to Lapeer Road. No waiver is needed if the Planning Commission accepts the proposed orientation of each building as we believe this section is not intended to apply to sites that do not front on Lapeer Road.

10. **Connectivity.** Section 35.04 A.2. states that site design must provide direct connections to adjacent land uses. Where feasible, secondary access roads or driveway connections shall be provided. **For the west building, access would be provided from an extended Interpark Drive, which appears to function as a secondary access road from Dutton Road. For the east building, access would be provided directly from Bald Mountain Road and Premier Drive. We find that both sites would provide connections to adjacent land uses utilizing existing roads. However, the Planning Commission may request the**

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applicant address the feasibility of direct connections from each site to the large undeveloped area internal to both sites. Should this large undeveloped interior area be developed as industrial in the future, connecting the extended Interpark Drive to Premier Drive may be considered at that time.

11. Pedestrian Circulation
   a. Safety paths shall be provided in accordance with the Safety Path Ordinance No. 97. An 8-foot wide safety path is proposed to tie into an existing safety path along Dutton Road to the south of the developments and will extend east to the intersection with Bald Mountain Road. An 8-foot wide safety path is also proposed along Bald Mountain Road and will tie into the extended Dutton Road safety path at the southeast corner. Five-foot wide pedestrian paths are proposed to connect the safety paths with each building’s front door. At such time Interpark Drive is extended, sidewalks will likely be required at that time as part of the development of the interior of the site.
   b. Internal sidewalks of no less than five feet in width shall be provided connecting the safety paths to the principal customer entrances and adjacent to all parking areas. No less than 10 feet shall exist between the building façade and the planting bed for foundation plantings. The revised site plan provides 5-foot internal sidewalks connecting the front entrance of the buildings to the proposed 8-foot safety paths along Dutton and Bald Mountain Roads.

12. Front Yard Parking. Section 35.04 A.4.c. states that the number of parking spaces located within the front yard shall be limited to a maximum of 50% of the total parking provided for the site unless modified by the Planning Commission. Parking should be located to the rear or side of the building to the greatest extent possible.
   a. Waiver. The applicant states a waiver is requested to deviate from this standard. The percentage of parking provided within all front yards of each building has not been provided for comparison with the 50% standard. Approximately 25% of each site’s parking is provided within the front yard of Dutton Road, which is the main road as far as the visibility of each site from the public.

Building Design

13. Facades and Exterior Walls
   a. Ground floor facades that face public streets shall have arcades, display windows, entry areas, awnings or other such features along no less than 50% of their horizontal length. *Met- see notes on each elevation sheet.*
   b. Building facades must include repeating patterns of color, texture, and architectural or structural bays of 12 inches in width (i.e. offsets, reveals or projecting ribs). The applicant should discuss with the Planning Commission the proposed repeating façade patterns or bays for consideration. We believe it would be appropriate to consider vertical window bays provided on some facades as an acceptable architectural bay. The Planning Commission could consider requiring additional architectural features on the side or rear facades that do not include three window bays as proposed for the front of each building if there are concerns with the design.

14. Flat Roofs.
   a. Section 35.04 B.3.a. states that parapets should be incorporated to conceal rooftop equipment from public view, with the height of the parapet not exceeding one-third of the height of the supporting wall.
   i. Waiver. The applicant has proposed screen panels to match the building façade as noted on the revised building elevation sheets. As a parapet wall has not been proposed, we believe a waiver request is necessary to accept the proposed screen panels instead of a parapet.
elevations sheet notes that the mechanical equipment and panels would be centered on each roof to reduce visibility from surrounding areas and would not be as visible as appears.

b. Section 30.01 E.2.c.10 states that all mechanical equipment (ground or roof) shall be screened to minimize its visibility from adjacent roadways and abutting property lines. Screening shall be at least one foot above the height of the mechanical equipment or transformers. The screening material shall be compatible with the building material and general architecture.

i. The applicant should verify that the proposed panels described above would be at least one foot above the height of the rooftop mechanical equipment. This will also be verified during construction and inspection if approved.

ii. For the ground-mounted transformers proposed next to each dumpster enclosure, the applicant is proposing landscaping screening and no structural wall or other screening. We have no objections to this design. However, the Planning Commission may require a structural wall or other screening under this section if there are concerns with the proposed screening.

15. Materials and Colors

a. Predominant exterior building materials shall be high quality material, including, but not limited to brick, stone, and integrally tinted/textured concrete masonry units.

i. Since the previous Planning Commission meeting, the applicant has slightly revised the design of each building. The applicant should discuss the proposed building materials in detail with the Planning Commission and how the revised design provides high quality building materials for each building.

b. Façade colors shall be low reflectance, subtle, neutral or earth tone colors. The use of high-intensity colors, metallic colors, black or fluorescent colors shall be prohibited.

i. Detailed building material colors have not been submitted for consideration. The applicant should verify no prohibited colors listed above are proposed for either building. The steel canopy is the only building material that would be metallic; we have no objection to this.

ii. Building trim and accent areas may feature brighter colors, including primary colors, but neon tubing shall not be an acceptable feature for building trim or accent areas. *Met-no neon tubing is indicated on the building elevations.*

iii. Exterior building materials shall provide texture on at least 50% of the façade but shall not completely consist of smooth-faced concrete block, tilt-up concrete panels or prefabricated steel panels. *The revised building elevations indicate that texture would be provided on at least 50% of all facades for each building. If the Planning Commission accepts the proposed building materials under item a. above, no action is needed related to providing texture on the facades.*

Landscaping Requirements

16. Landscaping & Tree Preservation. Section 18.03 requires the following landscaping for the IP district:

1. A landscape plan for each use in the Industrial Park shall be submitted to the Planning Commission for approval. The landscape plan shall specify plant materials and landscape treatment based on the requirements of Section 27.05 of this Ordinance for such items. This landscape plan shall be part of, or accompany, the site plan. *The landscape plan for Site A (Dutton at Bald Mountain Rds) can be found on Sheet L3. The landscape plan for Site B (Dutton Rd. at Interpark Dr.) can be found on Sheet L6.*

2. A landscaped greenbelt at least 20 feet in width shall be provided along the entire perimeter of the zoning lot, except where ingress or egress drives are located, when the parcel abuts commercial/office or industrially zoned property. However, when the parcel abuts residentially
zoned property, the landscaped greenbelt shall be at least 50 feet in width, except where ingress or egress drives are located. *This standard appears to be met for both developments as the parking lots are dimensioned to be no less than 20’ to the nearest property lines. Landscaping is provided within these areas.*

3. The off-street parking areas and access driveways shall be screened from view from any adjoining residential property. Such screening shall consist of earth berms, permanent walls or evergreen landscaping subject to approval of the Planning Commission. *N/A- the parcel is not adjacent to any residential property.*

4. All landscaping and screening shall be maintained in an attractive, litter-free, safe and healthy condition. Maintenance of all landscaping shall be of sufficient frequency to prevent overgrowth and deterioration from the original condition. In addition, an underground lawn irrigation system shall be required in any landscaped area located in the front yard. *Compliant – Maintenance and irrigation notes are included in the General Landscape Notes on the landscape plans.*

**Section 27.05: General Provisions – Landscaping, Fences, and Walls.**

A.3. **Landscaping Design Standards.** Except as otherwise specified in the general requirements for each zoning district, all landscaping shall conform to the following standards:

a. General Landscaping. *(amended 11.14.85)* All developed portions of the site shall conform to the following general landscaping standards, except where specific landscape elements, such as a greenbelt, berms, or screening are required:

   i. All portions of the landscaped area shall be planted with grass, ground cover, shrubbery, or other suitable plant material, except that paved patios, terraces, sidewalks, and similar site features may be incorporated, with Planning Commission approval. *The Landscape Plan indicates all perimeter yard beds shall be hydroseed and mulch on minimum 3” topsoil. Compliance should be verified during construction and inspection.*

   ii. A mixture of evergreen and deciduous trees shall be planted at the rate of one tree for each 3,000 square feet, or portion thereof, of landscaped open-space area. *The west development is required 13 trees and is providing 13 existing trees within the 38,789 square feet of landscaped open-space area. The east development is required 22 trees and is providing 67 existing trees within the 63,774 square feet of landscaped open-space area.*

   iv. All landscaped areas shall have an underground irrigation system or shall be provided with a readily available and acceptable water supply with at least one hose bib within 100 feet of all planted material to be maintained. *The Landscape Planting Plan General Note #19 indicates that an automatic underground irrigation system will be provided.*

   v. The total landscaped area shall be the basis for determining the required number of trees or shrubs, irrespective of the portion which is devoted to patios, terraces, sidewalks, or other site features.

   vi. In consideration of the overall design and impact of the landscape plan, the Planning Commission may reduce or waive the requirements outlined herein for General Landscaping, or for landscaping in greenbelt areas, on berms, or as part of a screen,
provided that any such adjustment is in keeping with the intent of the Ordinance, and more specifically, with the intent of Section 27.05.

A.4. Parking Lot Landscaping Adjacent to Roads Excluding Single Family Residential Uses. A greenbelt separation area is required between the right-of-way property line and the nearest portion of any off-street parking area, for parcels fronting roads but excluding single family residential uses. Said area shall be a minimum of 20 feet in width and minimally landscaped as follows and as illustrated in the following:

a. One tree for each 30 lineal feet, or fraction thereof, of required greenbelt separation area (including driveways). Such trees shall be located between the abutting right-of-way and the off-street parking area or vehicular use area. The west development complies and requires 9 trees along Dutton Road, based on the lineal frontage; 14 Bowhall Red Maple trees are provided. The east development requires 5 trees along Bald Mountain Road and provides 5 Tuliptrees within the greenbelt, demonstrating compliance. The lineal distance of the east site along Dutton Road is approximately 204 feet, which requires 7 trees within the greenbelt. 9 Imperial Honey Locust trees are provided on the landscape plan to meet this requirement.

b. In addition, a hedge, wall, decorative metal fence, or berm, or other landscape elements with a vertical rise of at least 30 inches shall be developed within said separation zone. The hedge, wall, fence, or berm shall have the effect of reducing the visual effect of parked cars. The west development provides a Word’s Yew screening hedge for the length of the surface parking along Dutton Road. The east development provides a Word’s Yew screening hedge for the length of the surface parking along Bald Mountain Road and a retaining wall, intended to meet the screening requirements of this section, along Dutton Road.

c. The remainder of the required landscape separation area shall be landscaped with grass, ground cover or other landscape treatment, excluding paving such as concrete or asphalt. This shall not be construed to prohibit decorative brick paving. Complies – Sodded lawns are proposed.

d. The Planning Commission may at their discretion waive or modify the requirements of this section subject to one or more of the following conditions: limited parcel depth, existing vegetation or other site factors which limit the practical application of landscaping standards.

e. The Landscaping of Right-of-Way and Other Adjacent Public Open Space Areas. Public rights-of-way and other public open-space areas adjacent to required landscaped areas and greenbelts shall be planted with grass or other suitable ground cover and maintained by the owner of the adjacent property as if they were part of required landscaped areas and greenbelts. The applicant should demonstrate compliance of this requirement and may do so as part of the permitting and inspection process if approved.

f. Regulations Pertaining to Landscaping Areas Used for Sight Distance. When a driveway intersects a public right-of-way or when the subject property abuts the intersection of public rights-of-way or intersection of interior driveways, all landscaping within the corner triangular areas described below shall permit unobstructed cross-visibility. The applicant should demonstrate compliance of this requirement and may do so as part of the permitting and inspection process if approved.

A.5. Screening for Conflicting Land Uses. Where non-residential uses abut residential uses or where multi-family uses abut single family uses, the Planning Commission may require a greenbelt buffer, berm or obscuring wall or combination of the aforementioned methods of screening. N/A
A.6. Interior Parking Lot Landscaping. Off-street parking areas shall be landscaped as follows:

a. Off-street parking areas containing greater than 20 spaces shall be provided with at least 20 square feet of interior landscaping per parking space. **West and east developments: 50 spaces x 20 = 1,000 square feet required. 1,000+ square feet of landscape area provided and called out on the landscape plans.**

A minimum of one-third of the trees required in Section 27.05 (A)(5) shall be placed on the interior of the parking area and the remaining may be placed surrounding the perimeter parking lot within 10 feet. **Complies.**

b. A minimum of one tree shall be planted per 200 square feet or fraction thereof of interior parking lot landscaping. **West and east developments: 5 trees required; 5+ trees provided (Red Rage Tupelo and Armstrong Maple trees).**

At least 50% of each interior landscaped area shall be covered by living plant material, such as sod, shrubs, ground cover, or trees. Interior parking lot shrubs and trees shall permit unobstructed visibility and maintain clear vision between a height of 30 inches to eight feet. **All areas surrounding the internal parking are identified with approved landscaping materials such as typical sod, hydoseed, and mulch lawns, as well as additional tree, shrub, and ground cover species.**

c. Interior parking lot landscaping islands shall be no less than 10 feet in any single dimension and no less than 200 square feet in any single area and shall be protected from parking areas with curbing, or other permanent means to prevent vehicular encroachment onto the landscaped areas. **This standard appears to be met.**

d. The landscape plan shall designate the sizes, quantities, and types of plant material to be used in parking lot landscaping. **Complies.**

e. Required landscaping elsewhere on the parcel shall not be counted in meeting the parking lot landscaping requirements.

f. Interior parking lot landscaping and/or landscape islands shall be dispersed throughout the parking lot in order to break up large expanses of pavement. **Complies.**

f. The Planning Commission may, at their discretion, waive or modify the requirement for interior landscaping in cases where the parking lot consists of only one (1) aisle and the area surrounding the parking lot is heavily landscaped or where existing off-street parking drives and/or structures are located on the parcel.

27.05 B. Materials Standards and Specifications. Except as otherwise specified in the general requirements for each zoning district, all plant and non-plant material shall be installed in accordance with the following standards:

4. Required Plant Material Specifications. The following specifications shall apply to all plant material required by this section. The applicant shall demonstrate compliance with the following:

a. Deciduous shade trees shall be a minimum of two inches in caliper measured 12 inches above grade with the first branch a minimum of four 4 feet above grade when planted. **The Plant Schedules for both development locations indicate compliance.**
b. Deciduous ornamental trees shall be a minimum of one and one-half (1-1/2) inches in caliper measured six (6) inches above grade with a minimum height of four (4) feet above grade when planted. Applicant shall demonstrate compliance, where applicable.

c. Evergreen trees shall be a minimum of five (5) feet in height when planted, except that juniper, yew and arborvitae species shall be a minimum of three (3) feet in height when planted. Furthermore, evergreen trees shall have a minimum spread of three (3) feet, and the size of the burlapped root ball shall be at least ten (10) times the caliper measured six (6) inches above grade. The Plant Schedules for both developments indicate compliance of evergreen tree and shrub species within this criterion.

d. Shrubs shall be a minimum of two (2) feet in height when planted. Low growing shrubs shall have a minimum spread of fifteen (15) inches when planted.

e. Hedges shall be planted and maintained so as to form a continuous, unbroken, visual screen within two (2) years after planting.

f. Vines shall be a minimum of thirty (30) inches in length after one (1) growing season, and may be used in conjunction with fences, screens, or walls to meet required physical buffer requirements.

g. Ground covers used in lieu of turf grasses in whole or in part shall be planted in such a manner as to present a finished appearance and reasonably complete coverage after one (1) complete growing season.

h. Grass areas shall be planted in species normally grown as permanent lawns in Oakland County. Grass may be plugged, sprigged, seeded or sodded, except that rolled sod, erosion-reducing net, or suitable mulch shall be used in swales or other areas subject to erosion. Grass, sod, and seed shall be clean and free of weeds, noxious pests, and diseases. No swales or detention areas are indicated on the site.

i. Mulching material for planted trees, shrubs, and vines shall be a minimum of three (3) inches deep and installed in a manner as to present a finished appearance. Also, straw or other mulch shall be used to protect newly seeded areas. The landscape plan for both developments label the mulched areas where proposed.

27.12 Tree and Woodlands Protection.

C.1. Requirements. A person shall not remove, transplant, or destroy, or cause to be removed, transplanted, or destroyed, on any undeveloped land in the Township, any protected tree (i.e., a tree having a d.b.h. of four (4) inches or greater) without first obtaining a Tree Removal Permit subject to the exceptions enumerated in Paragraph D below, "exceptions". A Tree Removal Permit will be required for this development in accordance with Section 27.12, which is reviewed as part of this site plan review. A Tree Preservation Plan is provided on Sheet L1 and indicates proposed tree removal from both the west and east development sites. The Tree Preservation Summary on Sheet L1 indicates that 198 protected trees and 3 landmark trees are proposed to be removed from the overall site, and 230 trees are to be preserved. A tree survey has been provided on Sheets SP-5 and SP-6 which identifies each tree by species, tag number, caliper size, and condition. The table should provide a column identifying the 198 trees proposed to be removed. Once the to-be-removed trees are identified, they should accurately correspond with the Planting Plans on Sheets L2 and L3. It is difficult to
determine which of the existing trees shown on the Planting Plans are to be removed and which are to be preserved. The three landmark trees to be removed should also be identified on the Tree Preservation Plan. The number of protected trees to be removed from each development site should be identified.

Zoning Ordinance Section 27.12 E.4 Application for Tree Removal Permit
For other developments, including site plans, site condominiums or subdivisions, the permit applicant shall provide ten (10) copies of a plan containing the same information required for one single-family building site, and the following additional information:

a. Plan. A topographical survey sealed by a registered engineer or registered surveyor shall be shown on the plat.

b. Tree Survey. A tree survey prepared by a State of Michigan registered forester, arborist, or landscape architect for **all areas for which a Tree Removal Permit is required**.

c. For larger sites over ten (10) acres in size containing more than 100 regulated trees, the Planning Commission may waive the detailed tree inventory requirements where it can be demonstrated that the proposed development will not impact woodland areas.

**Zoning Ordinance Section 27.12 K.4 Historic or Landmark Trees.** A permit shall be required to remove any landmark or historic tree. Any historic tree shall be replaced on a 1-to-1 caliper inch basis. For example, a 48” landmark tree shall be replaced by 24 two-inch trees. This replacement requirement may be waived if, in the opinion of the Planning Commission and after review by the Township’s consultant, the health/condition of the tree is such that it should not be counted. The three landmark trees to be removed should be identified on the Tree Preservation Plan and mitigated according to the requirements stated above.

We are available to answer questions.

Respectfully,

Giffels Webster

[Signatures]

Rod Arroyo, AICP  
Partner

Eric Fazzini, AICP, CNU-A  
Senior Planner

Eric Pietsch  
Senior Planner

www.GiffelsWebster.com
January 26, 2021

Scott Reynolds, Planning Commission Chairperson
CHARTER TOWNSHIP OF ORION
2525 Jodlyn Road
Lake Orion, MI 48360

RE: Dutton Park, PC-2021-01
Site Plan Review #2

Received: January 13, 2020 by Orion Township

Dear Mr. Reynolds:

We have completed our review of the Dutton Park plan set. The plans were prepared by Nowak and Fraus Engineers and were reviewed with respect to the Township's Zoning Ordinance, No. 78, Stormwater Management and Soil Erosion & Sedimentation Control Ordinance, No. 139, and the Township's Engineering Standards.

EXISTING SITE CONDITIONS:
The site is located at the southwest intersection of Bald Mountain Rd. and Premier Dr. within Section 35 of the Charter Township of Orion. The site is zoned Industrial Park (IP) and bound by parcels to the north and west zoned Industrial Park (IP), and to parcels on the east zoned Special Purpose 2 (SP-2). To the south is the southern border of Orion Township.

The existing site is comprised of two undeveloped parcels totaling 26.2 acres. Both parcels are located between Dutton Rd. and Premier Dr. The site is made up of sprawling hills with sharp slopes around the perimeter and a low flat spot near the center of the parcel. There are several trees on site and a small culvert located at the low point on the eastern half of Parcel 1. The applicant has submitted plans showing development on Parcel 2 and the southwest corner of Parcel 1. The two buildings that are currently proposed are both 2-story 5,000 square-foot office/retail buildings.

There appear to be several monitoring wells located on site and the underlying soils on site may require special consideration and stabilization for the proposed work. It is our understanding the property has buried refuse on site. The limits of refuse and associated leachate collection system appear to be shown on the plans. We recommend consulting with a geotechnical engineer and an environmental engineer to ensure that the infrastructure on site is protected from any issues related to the questionable ground conditions and a review of required permits for construction be discussed with appropriate regulating agencies.

WATER MAIN AND SANITARY SEWER:
There is existing 12-inch water main located along the north side of Dutton Rd., 12-inch water main along the west side of Bald Mountain Road as well as 8-inch water main located north of the parcel along the south side of the recent Oakland Business Park development. The existing 12-inch along Dutton Rd. extends north into the Dutton Retail Centre west of Parcel 1. The applicant appears to be proposing separate fire and domestic services from the
12-inch on Dutton Rd. to the building on Parcel 2. Two (2) additional hydrants are proposed around this building. Both extend from the main on Bald Mountain Rd. and are located in the northwest and southeast corners of the building. The leads for the building in Parcel 1 also extend from the 12-inch main on Dutton Rd. along with two (2) additional hydrants located at the southeast and northwest corners of the parking lot. Water service shut-off valves will be required at engineering and should be located within the right-of-way or water main easement. Along with the hydrant and building lead extensions, the applicant is proposing to extend 12-inch main into the site from Dutton Retail Centre. The main extension appears to be for the future development of Parcel 1. Hydrants appear adequately spaced for both buildings and FDC’s were shown on the plans. The dumpster pads appear to obstruct visibility of the FDC’s and may need to be moved per Fire Marshal review. Water main easements appear to be included and acceptable. Please show the approximate water main connections for Parcel 2.

There is existing 12-inch sanitary sewer located along Premier Dr. that ends at a manhole located northwest of Parcel 2 which ultimately flows into the Orion Business Park. The applicant is proposing to connect to this manhole by installing three (3) additional manholes, 100 feet of sanitary lead and approximately 500 feet of sanitary sewer. The sanitary connection for the building on Parcel 1 appears to extend from an existing 10-inch sanitary sewer stub located near the northwestern corner of the site. A 20-foot easement is required for all public sanitary sewer and appears to be shown correctly in the plans.

It appears the sanitary sewer pump station constructed as part of the Dutton Retail Centre included Parcel 1 in the basis of design. It appears the sanitary sewer constructed for the Orion Business Park development has sufficient capacity to handle the additional flow from Parcel 2. The preliminary basis of design for both parcels has been included in the plans. The preliminary basis of design for parcel 1 should include consideration for future phases to show the pump station will have capacity for the ultimate build out.

**STORMWATER MANAGEMENT:**

The site as it exists drains to the center of the site where there is a large low point. The two proposed buildings are on opposite sides of the site, far from this point. Both buildings have a small storm network that collect drainage via catch basins before existing the site and discharging into an existing storm structure. The building on Parcel 2 is shown connecting to an existing basin on Dutton Rd. and the building on parcel 1 is shown connecting to an existing basin located in the plaza to the west.

Parcel 1 appears to be included in the drainage area map for the Dutton Corporate Centre development from 2003. Approximately half of Parcel 1 (10.06 acres) drains toward the Dutton Retail Centre and is accounted for in their conveyance calculations and overall storm network. The eastern half of Parcel 1 is meant to drain southeast and connect to the storm network that extends down Technology Ct.

Parcel 2 was also accounted for in the Dutton Corporate Centre but is referred to as ‘off-site’ drainage area. Per the drainage area map from the Dutton Corporate Centre development, Parcel 2 is to drain south and ultimately enter the Dutton Corporate Centre detention system. The section of storm sewer that crosses Dutton Rd. should be shown on the plans in future submittals.

C-value calculations were provided for both parcels and appear acceptable. A new C-value calculation will be required for the entirety of Parcel 1 should the rest of the site be developed in the future.

The existing 20-foot-wide storm sewer easement located on the storm sewer west of Parcel 1 was shown accurately in the plans. Please show existing easements differently in future submittals to avoid any potential confusion.

**PAVING:**
The existing sites contain no drive entrances. Parcel 2 has frontage along Dutton Rd., Bald Mountain Rd. and Premier
Dr. The applicant is proposing to add an entrance on Premier Dr. to access Parcel 2. Parcel 1 only has frontage along Dutton Rd. and the stub of the internal drive for the Dutton Retail Centre (Interpark Dr.) which was constructed for development of Parcel 1. The applicant is proposing to connect and remove the existing tee-turnaround and extend a 35-foot-wide drive into the site that is stubbed east for the possibility of future development. On the south side of this stub is a 26-foot-wide drive aisle that serves the building proposed on Parcel 1. Minimum drive aisle width around both buildings is 22 feet and appears to accommodate the Orion Township Firetruck Turning Template.

It is our understanding that Premier Drive is a private road. The applicant will need to obtain approval from the owner for the proposed improvements in the private road easement.

Pavement slopes appear to be acceptable. Entrance drive slopes for both buildings appear to be under 4%. Pavement grading will be reviewed in greater detail at engineering. Pavement slopes are to remain between 1% and 6% for drive areas, and between 1% and 4% for parking areas. Multiple pavement sections have been included for the buildings. There is an asphalt pavement section that is 9 inches of HMA atop 8 inches of aggregate, and a concrete pavement section that is 8 inches of concrete atop 6 inches of aggregate. There is also a concrete sidewalk section that is 4 inches of concrete atop 4 inches of aggregate. These pavement sections are acceptable based on the Industrial zoning requirements. However, a pavement section is required for the public pathway along Dutton Rd. This pavement section should be a minimum of 3 inches of HMA atop 4 inches of aggregate. Parking stalls appear to be 9 feet wide by 19 feet deep which is acceptable.

**GRADING:**
The existing grades are provided via 1-foot contours and spot grades. The existing site has a perimeter of steep slopes with the highest elevation in the southeast on Parcel 2 at about 1137. The lowest elevation on site is in the center of the site. The elevation is approximately 1052.

A retaining wall is proposed along the south and west borders of the parking lot in Parcel 2. A retaining wall submittal package containing details and calculations will be required at engineering for this wall. General top-of-wall and bottom-of-wall grades were included in the site plan submittal.

Due to the existing topography from the previous landfilling/mining operations, grading is proposed outside of the building limits to flatten the steep slopes to a maximum slope of 1:3. Proposed contours were provided to the limits of both parcels and appear acceptable to maintain this requirement. It appears the easterly portion of Parcel 1 where tree preservation is proposed has existing slopes of approximately 1:5 and would therefore not be impacted.

**TRAFFIC:**
A traffic impact study shall be required for a site plan when the proposed uses could generate at least one hundred (100) trips during the peak hour or over seven hundred fifty (750) trips in an average day. The applicant should provide a TIS or proposed trip generation data under separate cover showing that the thresholds are not exceeded to warrant a study.

The site plan extends the existing Interpark Drive to provide access to the proposed building on Parcel 1. As part of the extension the existing pavement provided for the T-turn around is proposed to be removed. A new T-turn around is shown provided at the eastern limits to avoid the building's driveway and parking area being used for these maneuvers.

The proposed site plan includes pedestrian facilities along Dutton Rd. and up Bald Mountain Rd. across the frontage of both parcels. 8-foot public pathway is proposed within the RCOC right-of-way and approval will be required for this paving. Proposed grades along the pathway will be required to assess longitudinal slope and cross slope to ensure
ADA compliance.

**NATURAL FEATURES:**

**WOODLANDS:**
There do not appear to be any wetlands currently on site, however there is significant tree coverage. A tree survey appears to have been conducted and included in the plans. A tree replacement calculation has been provided including the landmark trees.

**LANDSCAPING:**
A Landscape Plan was included in the set and does not appear to conflict with any utility locations for either building. The tree plantings on Parcel 2 appear to be spaced such that there is no structural threat to the retaining wall due to proximity of tree and root growth from the plantings. Tree plantings may need to be readressed should the existing water main along Bald Mountain Rd. be closer to the parcel border than originally anticipated.

**CONCLUSION:**
In our opinion, the site plan as submitted is in substantial compliance as noted below with the Township’s ordinances and engineering standards. We ask that any approval include the following:

1. Provide a pavement section for the public pathway that matches Township requirements.
2. Provide a traffic impact study (TIS) or proposed trip generation calculations showing the development is under the threshold per ordinance.

Please feel free to contact us with any questions at (248) 751-3100 or mark.landis@ohm-advisors.com.

Sincerely,

**OHM Advisors**

Joe Lehman  
Project Engineer

Mark Landis, P.E.  
Project Manager

cc:  
Chris Barnett, Township Supervisor  
David Goodhue, Building Official  
Jeff Stout, Director of Public Services  
Tammy Girling, Director of Planning and Zoning  
Lynn Harrison, Planning and Zoning Coordinator  
Jeff Williams, Township Fire Marshal  
Bill Basiglow, Water and Sewer Superintendent  
Pat Williams, Nowak and Fraus  
File
To: Planning Commission/Planning & Zoning Director  
From: Jeff Williams, Fire Marshal  
Re: PC-2021-01, Dutton Park Site Plan Revised per PC Motion  
Date: 12/26/2021

The Orion Township Fire Department has completed its review of Application PC-2021-01 for the limited purpose of compliance with Charter Township of Orion Ordinance's, Michigan Building Code, and all applicable Fire Codes.

Based upon the application and documentation provided, the Fire Department has the following recommendation:

- Approved
- X Approved with Requirements (See below)
- Not approved

Requirements:

Fire Department Connections  
- Fire Department Connections shall be located on the street side of building, fully visible and recognizable from the street or nearest point of fire department vehicle access. The fire department has concern regarding the proposed FDC locations on both buildings and how they may be visually obstructed by the dumpster locations.

Aerial Fire Apparatus Access Roads  
- Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet. All fire department access drives that circumference the buildings shall be increased to 26 feet.

Methane Gas Detection  
- Per the Orion Township Building Official the Methane Gas collection system that is located on site will be reviewed and inspected by the building department at time of construction.

If there are any questions, the Fire Department may be reached at 248-391-0304 ext. 2004.

Sincerely,

Jeffrey Williams  
Jeff Williams, Fire Marshal  
Orion Township Fire Department
Charter Township of Orion
2525 Joslyn • Lake Orion, Michigan 48360 • (248) 391-0304

To: Tammy Girling
Planning & Zoning Director

From: Jeffery T. Stout
Director, Department of Public Services

Date: January 27, 2021

Re: PC-2021-01 Dutton Park Site Plan

Dear Tammy,

We have reviewed the revisions and have no issues or concerns at this time.

If you have any questions, please feel free to contact me.

Respectfully Submitted,

Jeffery T. Stout
Director
Department of Public Services

RECEIVED
JAN 27 2021
Orion Township
Planning & Zoning
LEGAL DESCRIPTION - PARCEL 1

Commencing at the southeast corner of Section 35, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, more particularly described as follows: Thence from said point along the north line of said said Section 35, Town 4 North, Range 10 East, 184.23 feet; thence north 86 degrees 07 minutes 50 seconds east, 65.78 feet to a point 11 seconds east along the south line of a 70.00 foot wide private easement for ingress and egress with public utilities as recorded in Liber 22633, Pages 172-176 of the Oakland County records; thence south 42 degrees 46 minutes 53 seconds west, 132.17 feet; thence south 31 degrees 47 minutes 56 seconds east, 24.00 feet; thence north 87 degrees 41 minutes 04 seconds east, 385.19 feet to the point of beginning.

LEGAL DESCRIPTION - PARCEL 2

Commencing at the southeast corner of Section 35, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, more particularly described as follows: Comprising the southwest corner of Section 35, Town 4 North, Range 10 East, 183.24 feet; thence continuing along the south line of said Section 35, Town 4 North, Range 10 East, 96.96 feet along the arc of a curve to the left, radius of 360.00 feet, central angle of 06 degrees 42 minutes 43 seconds, chord bearing of south 84 degrees 32 minutes 36 seconds west, 104.78 feet, 3) south 87 degrees 53 minutes 58 seconds west, 316.93 feet, 2) 104.84 feet along the arc of a curve to the right, radius of 1015.00 feet, central angle of 06 degrees 42 minutes 43 seconds, chord bearing of south 84 degrees 32 minutes 36 seconds west, 104.78 feet, 3) south 87 degrees 53 minutes 58 seconds west, also being along the south line of said Section 35, 945.80 feet to the point of beginning; thence the following four courses along the north line of said Dutton Road (120 feet wide), also being the point of beginning; thence south 02 degrees 18 minutes 56 seconds west, 43.17 feet to the north line of said Dutton Road.

CONTAINING 1,039,619.62 SQUARE FEET OR 23.87 ACRES OF LAND.
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<th>Tree ID</th>
<th>Coordinates</th>
<th>Species</th>
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<td>Knoll</td>
<td>Wetland</td>
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*Note: The list continues with similar entries.*

**Additional Information:**
- **Contact:** Lindon Ivezaj
  - Phone: (734) 347-8200
- **Address:** Dutton Road - Vacant Land
  - Orion Twp., MI
- **Project Date:** December 15, 2020
- **Engineers:** Nowak & Fraus Engineers
  - 46777 Woodward Ave.
  - Pontiac, MI 48342-5032
  - Tel. (248) 332-7931
  - Fax. (248) 332-8257
  - WWW.NOWAKFRAUS.COM

**Survey Details:**
- **Surveyed Area:** Part of the Southeast 1/4 of Section 14, T. 4 North, R. 10 East, Orion Twp., Oakland County, Michigan
- **Surveyor:** Henry Yank Construction LLC
- **Surveyor:** Contact: Lindon Ivezaj
  - Phone: (734) 347-8200
- **Survey:** List of Surveyed Trees
- **Sheet:** Sheet 5
- **Scale:** N.T.S.
## List of Surveyed Trees

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<th>Tree Number</th>
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<th>Size</th>
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**Henry Yandt Construction LLC**

Contact: Lindon Ivizaj

Ph: (734) 347-8200

Dutton Road - Vacant Land

Orion Twp., MI

**NOWAK & FRAUS ENGINEERS**

Civil Engineers
Land Surveyors
Land Planners

46777 Woodward Ave.

Pontiac, MI 48342-5032

Tel. (248) 332-7931

Fax. (248) 332-8257

WWW.NOWAKFRAUS.COM

---

**Sheet No.**

L998

**N.T.S.**

A. Eizember

P. Williams

**Date**

December 15, 2020

**Scale:** N.T.S.
Know what's below
Call before you dig.

Henry Yandt Construction LLC
Contact: Lindon Ivezaj
Ph: (734) 347-8200

additional site grading plan

NOWAK & FRAUS ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
46777 Woodward Ave.
Pontiac, MI 48342-5032
Tel. (248) 332-7931
Fax. (248) 332-8257
WWW.NOWAKFRAUS.COM

Sheet no. L998
NFE JOB NO. 199969

DATE ISSUED/REVISED
01-13-21 REVISED PER TWP. REVIEW

DRAWN BY: A. Eizember
DESIGNED BY: A. Eizember
APPROVED BY: P. Williams

SCALE: 1" = 30'

Dstrns Road - Vacant Land
Orion Twp., MI

PROJECT LOCATION
Part of the Southeast 1/4
of Section 15
T. 4 North, R. 10 East
Orion Township,
Oakland County, Michigan
TREE PROTECTION DETAIL PLAN

1. APPROVED TREE PROTECTION SHALL BE ERECTED PRIOR TO THE START OF THE CONSTRUCTION ACTIVITIES.

6. ALL UTILITY SERVICE REQUESTS MUST INCLUDE NOTIFICATION TO THE PUBLICLY DEDICATED ASPHALT PAVEMENT AND GRAVEL GAS LINE.

9. ROOT ZONES OF PROTECTED TREES SHOULD BE SURROUNDED WITH RIGIDLY MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

11. THE STRIPPING OF TOPSOIL FROM AROUND PROTECTED TREES SHALL BE PROHIBITED.

13. THE GRUBBING OF UNDERSTORY VEGETATION WITHIN CONSTRUCTION AREAS SHOULD BE LIMITED.

TOTAL NUMBER OF TREES TO REMAIN (L2):

1264

TOTAL REPLACEMENT TREES PROVIDED:

1254

TOTAL REPLACEMENT TREES REQUIRED:

133 TREES

TOTAL NUMBER OF TREES SURVEYED:

1250

NOTE:

FOR INGRESS AND EGRESS 1' OUTSIDE THE DRIPLINE

PLACED MIN 1' OUTSIDE THE LIMITS WITH PROPOSED GRADING ACCORDING TO CIVIL DWGS

MATCHLINE SEE SHEET L2

PREMIER DR. (70' WIDE)

PUBLICLY DEDICATED ASPHALT PAVEMENT

N02°06'02"W

SQUIRREL RD.

N03°10'57"E 223.84'

L = 96.96'

R = 360.00'

L1 = 118.90'

S84°32'37"W

R = 240.00'

S87°53'58"W 414.00'

ELEVATION 1122.64

BENCHMARK

DATE: 01/13/21 REVISED PER TWP REVIEW

NOWAK & FRAUS ENGINEERS

CIVIL ENGINEERS

LAND SURVEYORS

LAND PLANNERS

NOWAK & FRAUS ENGINEERS

887 MOUNTAIN AVE

PONTiac, MI 48340-9080

TEl.: (248) 332-7931

FAX: (248) 332-8257

WWW.NOWAKFRAUS.COM

DESIGNER:

G. Ostrowski

DRAWN BY:

G. Ostrowski

APPROVED BY:

G. Ostrowski

December 15, 2020

scale: 1" = 60'
1. Approved tree protection shall be erected prior to the start of construction activities, and shall remain in place until construction is complete.

2. All understory vegetation within the limits of protective fencing shall be protected.

3. During construction, no person shall attach any device or wire to the protective fencing.

4. The parking of idle and running equipment shall be prohibited under the protective fencing.

5. Utility service requests must include notification to the property owner before any construction activity occurs outside of the protective fencing.

6. All utility service requests must include notification to the property owner before any construction activity occurs outside of the protective fencing.

7. Trees located on adjacent properties that may be affected by construction activities must be protected.

8. Trees to be removed shall be field verified, evaluated, and flagged for removal.

9. The contractor is responsible for the replacement of trees according to ordinance.

10. The stripping of topsoil from around protected trees shall be prohibited.

11. All trees to be removed shall be cut away from trees to remain.

12. The grubbing of undergrowth vegetation within construction areas shall be prohibited.

13. The removal of topsoil from around protected trees shall be prohibited.

14. The contractor is responsible for the replacement of trees according to ordinance.

TOTAL REPLACEMENT TREES PROVIDED:

Nowak & Fraus Engineers
Civil Engineers, Land Surveyors, Land Planners
WWW.NOWAKFRAUS.COM
46777 Woodward Ave.
Land Surveyors
Civil Engineers
Land Planners
Tel. (248) 332-7931

Lindon Ivezaj
Contact: Lindon Ivezaj
Ph: (734) 347-8200

Ph: (734) 347-8200

Henry Yandt Construction, LLC
Contact: Lindon Ivezaj
Ph: (734) 347-8200
GENERAL SEED NOTE:
FALL: AUGUST 15 TO OCTOBER 15
BE FURTHER STABILIZED WHERE NECESSARY WITH BIODEGRADABLE EROSION
ALL LAWN AREAS DESIGNATED TO BE SEEDED, SHALL BE HYDRO-SEEDED

4"TREE RANGE
NOTE:
RELATION TO FINISH GRADE
DO NOT PRUNE TERMINAL LEADER.
LANDSCAPE ARCHITECT FOR HEAVY
HIGHER THAN FINISH GRADE UP TO
AS IT BORE ORIGINALLY OR SLIGHTLY
3" CALIPER
REMOVE AFTER ONE (1) YEAR.
FIRST BRANCH USING 2-3"
PLASTIC STRAPS. CONNECT
STAKE TREES JUST BELOW

TREE PIT = 3X
STABILIZED AS REQUIRED BY ENGINEER
SHALL BE RESTORED WITH HYDRO-
TO CIVIL DWGS
SHOWN PER PLAN AND COORDINATED

ROOTBALL
CUT DOWN WIRE BASKET AND FOLD
PIT SIDES. RECOMPACT PIT BASE TO
OF THE PLANT MATERIAL
(1) YEAR. WIRE OR ROPE THROUGH
AROUND BASE OF TREE.
SCARIFY SUBGRADE AND PLANTING
SITE CONDITIONS AND REQUIREMENTS
USE 3 HARDWOOD STAKES
TO A DEPTH OF 18" BELOW
SOIL 6-8" OUTSIDE ROOTBALL

PLANT SCHEDULE

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<th>SPECIES</th>
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<tr>
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<td>River Birch</td>
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<td>Pink Flair Flowering Cherry</td>
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<tr>
<td>11</td>
<td>Betula nigra</td>
<td>8</td>
<td>Prunus sargentii</td>
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<tr>
<td>6</td>
<td>Liquidambar styraciflua</td>
<td>3</td>
<td>Worpelsdon Sweet Gum</td>
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TREE SCHEDULE

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<td>Worpelsdon Sweet Gum</td>
</tr>
</tbody>
</table>

DETERMINED BY:
December 15, 2020
G. Ostrowski
Fax. (248) 332-8257
Tel. (248) 332-7931
Plan View
Scale: 1" = 40ft

- **Mounting Height Note**: Mounting height is measured from grade to face of fixture, pole weight should be calculated as the mounting height less base height.

- **General Note**: 1. See schedule for luminaire mounting height. 2. Calculations are shown in footnotes at 0'-8".

- **Drawing Note**: This drawing was generated from an electronic image for design purposes only. Layout to be verified in field by others.

- **Ordering Note**: For purchase contact Eager Bush at quotes@eagerbush.com or 714-566-6765.

- **Replacement Note**: This design is subject to alteration. It must be resubmitted to the city for approval.

---

### Specifications

- **Model**: D-Series Size 0
- **LED Area Luminaire

---

### Ordering Information

- **Example**: User LED PA for 10' W x 20' N (300W 4000K 20000 lm)

---

### Table

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<th>Part No.</th>
<th>Description</th>
<th>Luminaire Type</th>
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<th>Wattage</th>
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<td>HBE-30</td>
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<td>200</td>
<td>3000K</td>
<td>200W</td>
<td>20000</td>
<td>3000K</td>
<td>10'</td>
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<tr>
<td>345678</td>
<td>Wall Pack</td>
<td>WALL-10</td>
<td>100</td>
<td>5000K</td>
<td>100W</td>
<td>10000</td>
<td>5000K</td>
<td>12'</td>
</tr>
</tbody>
</table>

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### Notes:

- Scale - 1" = 40ft
- This drawing is not to scale.
PROPOSED FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0" 5,000 SF

- Entry Area
- Retail Space
- Office
- Storage
- Mechatronics/Electric
- Unisex Lavatory
- Unisex Lavatory

FIRE DEPARTMENT CONNECTION TO BE COORDINATED WITH ORION TOWNSHIP FIRE MARSHAL. LOCATE ON NORTH OR WEST WALL OF EACH BUILDING.
PROPOSED SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"  3,720 SF

ENTRY / WAITING AREA BELOW

UNISEX LAV.

OFFICE

OFFICE

BREAK ROOM

STORAGE AREA (2,140 SF)

14'-0"  28'-10"

7'-0"  7'-0"

11'-4"

28'-10"  34'-8"

NORTH  W  SW  S  SE  E  NE  N  NW

80'-0"  62'-6"

OFFICE

IT/DATA ROOM

J.C.

OFFICE

UNISEX LAV.

OFFICE

OFFICE

OFFICE

OFFICE

STORAGE

OFFICE

OFFICE

STORAGE

STORAGE

OFFICE AREA (1,580 SF)

11'-4"  9'-0"  9'-1"

4'-0"

8'-0"  10'-3"  10'-0"  10'-0"

13'-2"

60'-6"

62'-6"
Mike Plan Review Responses – Prepared by Construction by Design, LLC

OHM Review letter dated 12/29/2020

Conclusion comment 6.) Both buildings will have fire suppression and the FDC will be shown at the building as required and per Fire Marshal review letter/comment.

Conclusion comment 12.) Loading zones/areas for each building to be coordinated with the architectural plans.

Orion Township Fire Marshal Review dated 12/30/2020

Parcel #1, bullet point 1) The building will be equipped with fire suppression and the FDC will be located at the north/west corner of the structure.

Parcel #2, bullet point 1) The building will have a second means of access to comply with D104.1.

Parcel #2, bullet point 2) The building will be equipped with fire suppression and the FDC will be located at the north/west corner of the structure.

Giffels Webster Site Plan Review #1 dated 12/29/2020

Summary of Review, Site Design, comment 9.) Based on the proximity of the East building to Lapeer road, we did not orient the building to face Lapeer Road.

Summary of Review, Design Standards, comment 13.) Facades and Exterior Walls-The elevations have been revised to address item e. of the review letter. We have added awnings or display windows to at least 50% of all ground floor elevations that face public roads.

Summary of Review, Design Standards, comment 14.) Flat Roofs-Any rooftop equipment will include the necessary screening material to prevent the equipment from being seen from the surrounding areas to comply with Township requirements. This screening has been added to the elevations.

Summary of Review, Design Standards, comment 15.) Building Materials and Colors-The design of both buildings will comply with the Design Standards included in Zoning Ordinance 78 for the Lapeer Road Overlay District. Building facades will include repeating patterns of color, texture, and architectural or structural bays of twelve (12) inches in width (i.e. offsets, reveals, or projecting ribs). The note regarding ‘All materials subject to change / final selection by Owner’ has been removed from the plans.

Summary of Review, Design Standards, comment 15.) Materials and Colors-All façade materials to comply with items g., h., i., and j. as noted in the review letter. Specifically, we have revised the elevations to take into account the textured façade requirement for all building facades (per item j. of the review letter). Of the material shown on each elevation, there is greater than 50% of it that contains a texture versus the other material that is smooth.
Site Plan Review Responses – Prepared by Nowak and Fraus Engineers

Site Plan Review – OHM

1) Grading for the site has been revised for all slopes to be 1:3 or less. An additional sheet (SP-11) has been added that shows regrading of all areas on site that were not compliant with the requirement.

2) The existing pathway along Dutton Rd. is proposed to be extended along the frontage of the site. A proposed path has been added along Bald Mountain Road. Exact locations will be coordinated with the City as Construction drawings are produced. Pedestrian connections have been added from the Dutton Rd. and Bald Mountain Rd. pathway to the internal site sidewalk. A sidewalk connection has also been added from the western site to the Interpark Drive sidewalk.

3) Limits of refuse and associated leachate collection system are depicted on the supplemental drawings included.

4) The existing tee-turnaround is to be removed from existing drive and a new turnaround is proposed at the new drive stub (Sheet SP-9 and SP-9a).

5) At this time, the owner has no plans for future phases of Parcel 1.

6) The proposed buildings will be fire suppressed and FDC’s are shown near the northwest corner of each building (Sheets SP-8a and SP-9a).

7) Proposed sanitary sewer easements (10’ on either side of pipe) and 12’ wide water main easements are shown in all areas not included within the right-of-way on Sheets SP-8a, SP-8b, and SP-9a.

8) Exiting easements (storm, water, road extension) are shown on the plans per record (Sheets SP-8a, SP-8b, and SP-9a).

9) The sanitary sewer connection for Parcel 1 is shown on Sheet SP-9a.

10) Contouring has been added for both sites (Sheets SP-8a and SP-9a). All grading slopes are 1:3 or less. An additional sheet (SP-11) has been added that shows regrading of all areas on site that were not compliant with the requirement.

11) Top and bottom of wall grades have been added to the retaining wall on Parcel 2 (Sheet SP-8a).

12) Loading area callouts and striping have been added (Sheet SP-8 and SP-9).

13) A “Deep Strength Asphalt Section” has been added to Sheets SP-8a and SP-9a.

14) C calculations have been revised to include the entire area of each parcel (Sheets SP-8a and SP-9a).

15) At this time, the owner has no plans for future phases of Parcel 1. Current C calculations show the proposed C-value below the 0.8 threshold.

16) Supplemental drawings have been included which include drainage reference plans.

17) Tree plantings between the on-site curb and retaining wall have been relocated to alleviate any concerns of retaining wall impact.
18) A preliminary Sanitary Basis of Design has been added to Sheets SP-8a and SP-9a. Currently, the owner has no plans for future phases of Parcel 1.

19) Per ITE Traffic Manual, the route sees less than 750 vehicles/day and less than 100 vehicles/peak hour. Therefore, no traffic study is required.

**Site Plan Review – Giffels Webster**

**Summary of Review**

1) At this time, a 41’ wide easement is shown for the construction of the extension of Interpark Drive (Sheet SP-9a).

2) Acknowledged

3) Site data table has been revised to show required information.

4) A revised photometric plan is included based on site changes mentioned throughout the review. No building-mounted lighting is proposed at this time.

5) It is noted that compliance with the performance guarantee requirement will be verified prior to permitting.

6) See landscape section for review responses.

**Lapeer Road Overlay District**

7) It is noted that the Planning Commission may request the applicant to address building orientation.

8) It is noted that the Planning Commission may request the applicant to address feasibility of direct connections from each site to the undeveloped area.

9) A proposed safety path has been added along Dutton Road. This path is proposed to connect to the existing path west of the site. A proposed safety path has also been added along Bald Mountain Road. A proposed sidewalk has been added from Interpark Drive to the west site. The City Engineer has noted that these are sufficient for compliance with Ordinance No. 97. Internal sidewalks have been revised to provide a connection form the building entrance to the public sidewalks (Sheets SP-8 and SP-9).

10) Internal sidewalks have been revised to provide a connection form the building entrance to the public sidewalks (Sheets SP-8 and SP-9).

11) Waivers are requested

12) Architect to address comments related to facades and exterior walls.

13) Architect to address comments related to flat roof and rooftop equipment.

14) Architect to address comments related to building materials and colors.
15) Trash enclosure detail has been added to Sheets SP-8 and SP-9.

**Landscape Review – Giffels Webster**

2) However, the 20’ greenbelts should be indicated and dimensioned on the landscape plans. The 20’ wide greenbelt has been shown and dimensioned on the plan.

A.3-a-ii) The applicant should identify the existing trees to remain and the existing trees to be removed, as it is difficult to verify the number of required trees on the planting plans. The scale of the tree preservation plan has been enlarged and correspond to the specific sites to be developed.

A.4-a) The lineal distance of the east site along Dutton Road is approximately 204 feet, which requires 7 trees within the greenbelt. 4 Imperial Honey Locust trees and 1 American Sentry Linden tree are provided. Two additional trees are required in the greenbelt, west of the surface parking lot in order to satisfy this requirement. Additional trees were added along Dutton.

5) The table should provide a column identifying the 198 trees proposed to be removed. Once the to-be-removed trees are identified, they should accurately correspond with the Planting Plans on Sheets L2 and L3. It is difficult to determine which of the existing trees on the Planting Plans are to be removed and which are to be preserved. The three landmark trees to be removed should also be identified on the Tree Preservation Plan. The number of protected trees to be removed from each development site should be identified. A revised tree list has been added to the plans which provides a separate column which identifies if the tree is to be removed.

**Orion Twp. - Department of Public Services**

The proposed site currently has water mains bordering it to the south and east. The developer will need to extend sewer piping to the site. Water main and sewer are proposed to extend to each site.

**Fire Marshal**

**Parcel #1 - West**

- The 2-story building is proposed to be equipped with a fire suppression system. The Fire Department Connection shall be located in the north/west corner of the structure. Proposed FDC is shown on Sheet SP-9a, along the north wall, near the west corner.

- Fire Hydrant locations on site shall be relocated to the following areas:
  A. North/west corner of building inside of the curbed island
  B. South/east corner of the building inside of the curbed island

Hydrants have been relocated as noted and are shown on Sheet SP-9a.

- This site is required to have an aerial fire apparatus access drive that has a minimum unobstructed width of not less than 26 feet. It is the fire departments recommendation that all roads on this site be increased to not less than 26 feet in width. (**D105.1**) Access drive has been revised to be 26’ wide (Sheet SP-9).
- Fire Department access roads 20 to 26 feet wide shall be posted with NO PARKING FIRE LANE signage on both sides of the apparatus access road. (D103.6.1) Access roads are 22’ wide and “No Parking-Fire Lane signage has been proposed on both sides of roads, where there is no adjacent parking (Sheet SP-9).

- The Orion Township Fire Department turning template overlay shall be shown on the plan set to ensure emergency vehicles are able to circulate through the site. A Fire Truck Maneuvering Plan is provided as Sheet SP-10.

**Parcel #2 - East**

- The building on parcel #2 exceeds International Fire Codes 30-foot requirement and due to the number of overhead utilities located in the area the site will be required to have 2 separate and approved means of access. (D104.1) A second, 26’ wide access drive has been added near the southeast corner of the site (Sheet SP-8).

- The 2-story building is proposed to be equipped with a fire suppression system. The Fire Department Connection shall be located in the north/west corner of the structure. Proposed FDC is shown on Sheet SP-8a, along the west wall, near the north corner.

- Fire Hydrant locations on site shall be relocated to the following areas:
  C. North/west corner of building inside of the curbed island
  D. South/east corner of the building inside of the curbed island
  Hydrants have been relocated as noted and are shown on Sheet SP-8a.

- This site is required to have an aerial fire apparatus access drive that has a minimum unobstructed width of not less than 26 feet. (D105.1) Access drive has been revised to be 26’ wide (Sheet SP-8).

- Fire Department access roads 20 to 26 feet wide shall be posted with NO PARKING FIRE LANE signage on both sides of the apparatus access road. (D103.6.1) Access roads are 22’ wide and “No Parking-Fire Lane signage has been proposed on both sides of roads, where there is no adjacent parking (Sheet SP-9).

- The Orion Township Fire Department turning template overlay shall be shown on the plan set to ensure emergency vehicles are able to circulate through the site. A Fire Truck Maneuvering Plan is provided as Sheet SP-10.

**General Site Comments**

- It is the Fire Department's understanding that a Methane Gas collection system is located on site. The Fire Department is requesting further information/documentation that explains these site details and requirements. Architect/Owner to address
**Charter Township of Orion Planning Commission**

**Site Plan Approval Application**

30.01, A. Intent: The site plan review procedures and standards are intended to provide an opportunity for consultation and cooperation between the applicant and the Planning Commission so as to achieve maximum utilization of land with minimum adverse effects on adjoining property. Furthermore, it is the intent of these procedures and standards to allow for review of site plans by the Planning Commission, to provide a consistent and uniform method of review, and to ensure full compliance with the standards contained within Zoning Ordinance 78, and other applicable local ordinances and State and Federal laws.

**Project Name:** DUTTON PARK

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Name: Premier Dev. LLC</th>
<th>Address: 1615 S. Telegraph Rd, City: Bloomfield Hills, State: MI, Zip: 48302</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>734-324-7800</td>
<td>Cell: 734-324-7800</td>
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<tr>
<td>Email:</td>
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</table>

<table>
<thead>
<tr>
<th>Property Owner(s)</th>
<th>Name: Premier Dev. LLC</th>
<th>Address: 1615 S. Telegraph Rd, City: Bloomfield Hills, State: MI, Zip: 48302</th>
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<tbody>
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* If the name on the deed does not match the name of the property owner on this application, documentation showing the individual is the same as the company name must be provided.

<table>
<thead>
<tr>
<th>Plan Preparer/ Firm/Person</th>
<th>Name: Nowak &amp; Fraus, Pat Williams</th>
<th>Address: 46777 Woodward, City: Pontiac, State: MI, Zip: 48342</th>
</tr>
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<tbody>
<tr>
<td>Phone:</td>
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<td>Fax: 248-332-8257</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:williams@nte-engr.com">williams@nte-engr.com</a></td>
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<table>
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<tr>
<th>Project Contact Person</th>
<th>Name: Liveozej</th>
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<tr>
<td></td>
<td></td>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
<td>liveozej @ axonprop.com</td>
<td></td>
</tr>
</tbody>
</table>
Sidewell Number(s): 09-35-400-048 & 09-35-477-003
Location or Address of Property: Northwest Corner of Dutton & Bald Mountain
Side of Street: Nearest Intersection: Vacant
Acreage: 26.24 Current Use of Property: Vacant

is the complete legal description printed on the site plan? Yes ☐ No (If no please attach to the application) ☑
Subject Property Zoning: IP Adjacent Zoning: IP s PUD e SP-L W PUD
List any known variances needed (subject to change based on Township consultant’s review) None.

Give a detailed description of the proposed development, including the number and size of the buildings or units being proposed: 2 BUILDING MATERIALS SALT & PAPER BUILDINGS

Pursuant to Zoning Ordinance 78, Section 30.01C. a copy of this application and two copies of the site plan must be submitted to the each of the following agencies. Please provide the Township with a copy of each transmittal and proof of delivery:

- AT&T
  54 Mill St.
  Pontiac, MI 48342

- Consumers Power Company
  530 W. Willow St.
  Holly, MI 48442

- DTE Energy
  37849 Interchange Dr.
  Farmington Hills, MI 48335

- Michigan Department of Transportation (If applicable)
  800 Vanguard Dr.
  Pontiac, MI 48341

- Oakland County Water Resources Commission
  wrppermitting@oakgov.com
  (electronic submittal only)

- Oakland County Health Department
  Building 34 East
  1200 N. Telegraph Rd.
  Pontiac, MI 48341

- Road Commission of Oakland County (If applicable)
  2420 Pontiac Lake Rd.
  Waterford, MI 48328

I/We, the undersigned, do hereby submit this application for Site Plan Approval, pursuant to the provisions of the Charter Township of Orion Zoning Ordinance; No. 78, Section 30.01 and applicable ordinance requirements. In support of this request the above facts are provided. I hereby certify that the information provided is accurate and the application that has been provided is complete.

Signature of Applicant: [Signature]
Print Name: [Print Name]
Date: 10/6/19

I, the property owner, hereby give permission to the applicant listed above to act as my agent in submitting applications, correspondence and to represent me at all meetings. I also grant permission to the Planning Commission members to visit the property, without prior notification, as is deemed necessary.

Signature of Owner: [Signature]
Print Name: [Print Name]
Date: 10/6/19
Sidewell Number(s): 09-35-400-048 & 09-35-479-003

Location or Address of Property: Northwest Corner of Dutton & Bald Mountain

Side of Street: Nearest Intersection:

Acreage: 26.29 Current Use of Property: Vacant

Is the complete legal description printed on the site plan? ☑ Yes ☐ No (If no please attach to the application)

Subject Property Zoning: IP, Adjacent Zoning: N. IP, S. PUD, E. SP-2, W. PUD

List any known variances needed (subject to change based on Township consultant's review)

Give a detailed description of the proposed development, including the number and size of the buildings or units being proposed. (Spec)

Pursuant to Zoning Ordinance 78, Section 30.01 C. a copy of this application and two copies of the site plan must be submitted to the each of the following agencies. Please provide the Township with a copy of each transmittal and proof of delivery:

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<td>AT&amp;T</td>
<td>54 Mill St. Pontiac, MI 48342</td>
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<tr>
<td>Consumers Power Company</td>
<td>530 W. Willow St. Holly, MI 48442</td>
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<tr>
<td>DTE Energy</td>
<td>37849 Interchange Dr. Farmington Hills, MI 48335</td>
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<tr>
<td>Michigan Department of Transportation</td>
<td>800 Vanguard Dr. Pontiac, MI 48341</td>
</tr>
<tr>
<td>Oakland County Water Resources Commission</td>
<td><a href="mailto:wrpermitting@oakgov.com">wrpermitting@oakgov.com</a> (electronic submittal only)</td>
</tr>
<tr>
<td>Oakland County Health Department</td>
<td>Building 34 East 1200 N. Telegraph Rd. Pontiac, MI 48341</td>
</tr>
<tr>
<td>Road Commission of Oakland County (if applicable)</td>
<td>2420 Pontiac Lake Rd. Waterford, MI 48328</td>
</tr>
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</table>

I/We, the undersigned, do hereby submit this application for Site Plan Approval, pursuant to the provisions of the Charter Township of Orion Zoning Ordinances; No. 78, Section 30.01 and applicable ordinance requirements. In support of this request the above facts are provided. I hereby certify that the information provided is accurate and the application that has been provided is complete.

Signature of Applicant: [Signature]

Print Name: [Print Name]

Date: 12/15/20

I, the property owner, hereby give permission to the applicant listed above to act as my agent in submitting applications, correspondence and to represent me at all meetings. I also grant permission to the Planning Commission members to visit the property, without prior notification, as is deemed necessary.

Signature of Owner: [Signature]

Print Name: [Print Name]

Date: [Date]

Version 10/19/18
Moved by Vice-Chairman Gross, seconded by Secretary St. Henry, to reappoint Commissioner Walker as the representative from the Planning Commission to the Zoning Board of Appeals for 2021. No one contested.

**Roll call vote was as follows:** Gross, yes; Urbanowski, yes; Walker, yes; Hoffman, yes; St. Henry, yes; Reynolds, yes. **Motion carried 6-0 (Dunaskiss absent)**

Moved by Chairman Reynolds, seconded by Commissioner Walker, to reappoint Vice-Chairman Gross, Secretary St. Henry, and Chairman Reynolds to serve as the Site Walk Committee for 2021.

**Roll call vote was as follows:** St. Henry, yes; Gross, yes; Walker, yes; Urbanowski, yes; Hoffman, yes; Reynolds, yes. **Motion carried 6-0 (Dunaskiss absent)**

### 4. MINUTES


B. PC-2020-26, WOW Gas Station, Special Land Use Request Public Hearing Minutes.


Moved by Vice-Chairman Gross, seconded by Commissioner Walker, to **approve** the three sets of minutes as presented.

### 5. AGENDA REVIEW AND APPROVAL

Moved by Secretary St. Henry, seconded by Vice-Chairman Gross, to **approve** the agenda as presented.

### 6. BRIEF PUBLIC COMMENT – NON-AGENDA ITEMS ONLY

None

### 7. CONSENT AGENDA

None

### 8. NEW BUSINESS

A. PC-2021-01, Dutton Park Site Plan, located at vacant parcels 09-35-400-048 and 09-35-477-003 located on the north side of Dutton Rd, one parcel east of Interpark N.

Mr. Lindon Ivezaj representing the applicant presented.

Mr. Ivezaj showed the Board the site plans. He stated what they were proposing at the corner of Dutton and Bald Mountain Road, two speculative retail buildings with the intent of building material sales use only. That is their only intended use, and they will be providing ample parking on the entire site. He said they are looking for a 50% parking waiver requirement along road frontages. He added that the hardship for the waiver would be that they have three sides of the building facing a road, making it impossible to accommodate that requirement. The rest of the site plan, they believe, after discussions with staff and with the consultants, he felt that all the comments could be addressed. They have no reservations in providing additional information or working with staff, too, with all their comments, as far as the site plan goes.

Planner Fazzini read through his site plan review dated December 29, 2020.

Planner Pietsch read through his landscape review date stamped January 5, 2021.
Engineer Landis read through his review dated December 29, 2020.

Fire Marshal Williams read through his review dated December 30, 2020.

Chairman Reynolds noted that a site walk was completed by Vice-Chairman Gross and it was verified on an individual basis and by himself. He added that the Site Walk Committee did review the parcel.

Chairman Reynolds said that he would turn it back to the applicant. He added that there were some discussion points. He asked if they could speak to the future development of the parcel, the public roads and access that is being requested by the reviewers, and safety paths.

Mr. Ivezaj stated that he would start off with the comments from the Planner. He said that the entrance coming off of, or near the Culver’s site, there is an existing shared-use agreement in place that they could provide staff with, and the easement is already there. He said that the future phases, as far as the concept goes, they don’t currently have an additional concept plan they are planning on using on the site. The current, existing conform uses would be the building material sales retail buildings that they are proposing and is all they have for the entire site plan. Once they get something else in place, they would be glad to provide to the city, but at this point, all they are proposing is the two retail buildings. He said that they have no issue providing pedestrian paths connectivity between their site and Dutton Road.

Mr. Ivezaj said regarding the Fire Marshal comments, as far as the site goes, they are in very close contact with EGLE. There has been a long history with this entire intersection corner. They are very well aware of any of the environmental impacts on the site. The methane gas is definitely being taken into account. There are currently some vents on the site that were placed there, for good reason. All the buildings, once they come in for building plan review will definitely have a methane detection and a passive mitigation system involved. The secondary access to the eastern property, their engineer Pat Williams, which was also with them, has been in contact with the Fire Department and they didn’t have any issues providing secondary access, especially in order to accommodate the fire apparatus of the city and felt that safety was very important.

Mr. Ivezaj added that as far as engineering goes, the excessive grades on site are definitely accounted for, they are on the northern part of the property along the adjacent site. They will provide more grade lines to make sure that they are within 1 on 3 and stabilized on the site.

Mr. Ivezaj stated that as far as the traffic study, and a couple of the engineering points, he wanted to turn it over to Pat Williams to explain and summarize the traffic, and also address a few more of the engineering comments.

Mr. Pat Williams with Nowak and Fraus Engineers presented.

Mr. Williams said regarding the traffic they have got a few preliminary numbers, and the trip generation data shows that it will be underneath the threshold for needing a traffic impact study, and they were happy to provide the data. The overall C coefficients that have been requested and they were happy to provide that for the development that they are currently proposing but they don’t have any way of providing an overall C coefficient for the future build-on until they know what it is going to be. He stated that it will be built within the parameters of the existing detention and under the C value of 0.8. Until they have a plan for that future development that is really all the information they have. He said that loading zones have been provided they just made a mistake and didn’t label them on the drawing. With the additional grading that they are asking for, they will have no problem providing it. The building will be fire suppressed. The Fire
Department has indicated where they want the FDC and the hydrants and were happy to comply with those exact requirements. They are happy to provide the pathways on all the frontages as requested.

Chairman Reynolds asked about the loading zones, the storm easements, the future easements, and the storm easements that already exist on the parcel? Mr. Williams replied that the proposed easements for the new utilities, they will provide. He said regarding any existing easements, he assumed they were talking about an easement that is on the adjacent property, and stated that they would have to pull that off some of the reference drawings or they will have a title search pulled on the adjacent property. They only have the information for what is on their property and were happy to dig up that information add that information to their drawings, but didn’t have that information readily available. He added that all of the proposed utilities will definitely have the easements, as required by the Township, they didn’t have that depicted on the drawing. He stated that the loading zones are there, they are shown next to the dumpsters, they just didn’t label them on the drawing for the loading zone, but they are there and they have been provided, they just didn’t label them on the drawing by mistake.

Vice-Chairman Gross said that it was a difficult site. The two parcels are separated by a valley, and so, it is difficult to combine the two sites and make them into one. Topo is probably a grade change of 20 to 40-ft. between parcels. He asked relative to the site plan, is there barrier-free access required of the second floor of the two-story building, or an elevator, or some form of means of gaining access for handicapped to the second floor? He said the building height is at 38-ft., which is equivalent to a four-story building with the first floor being 20-ft. in height, the second floor being 18-ft. in height. He didn’t know if it impacts access to the fire department or not? But it is in effect a two-story building and four-story height. As a result of that, the elevations that are shown for the rear and the side are basically flat with little relief on the smooth wood siding and that is a lot of flat wall space without any relief on it.

Vice-Chairman Gross stated that Engineer Landis listed almost 20 items on his report. Most of them appear to be items that can be reflected, in terms of modifications to the site plan, without impacting the integrity of the development. He asked if this was something that could be done on a resubmittal, with those conditions being imposed on a subsequent site plan, or should it be returned to them with all of those items identified? Engineer Landis replied that there are a number of comments, but he thought Vice-Chairman Gross was correct it wouldn’t impact the buildings, setbacks, or parking. He thought that they could handle all of those comments in a straight review if they wanted him to make that a condition of approval.

Chairman Reynolds stated he agreed with Vice-Chairman Gross’s comments about the concern of the overall height of the building and their architectural standards. They have some pretty flat renderings and wanted to get more of a description or thoughts on the proposed look of the building as that is part of the Lapeer Overlay District. He asked if there were any comments from the applicant on that topic? Also, is the second floor handicapped accessible via an elevator? Mr. Ivezaj stated that he would answer the questions in order and then he will turn it over to their architect, Tim Brodowski (sp?). He said as far as ADA accessibility to the building, going through the building process, if it is a building code requirement, they would definitely work on providing the ADA access. He added that it is basically a spillover office space within the unit and they will have ample offices on the first floor. This is something they will definitely visit during the building plan review process. If accessibility is required, they will definitely provide it. The height of the building itself is within the permitted height requirements within both district for (IP) and the Lapeer Overlay District and felt that the height was within a permitted use. He said as far as elevations go, he will turn that over to Tim Brodowski, he will break that out for them, as far as his design. They do want all four sides of the building, especially since three of them are going to be visible from the roadways, to be attractive, and
they want a nice building there. They want a beautiful interior with some glass high ceilings and they want it to look nice.

Mr. Tim Brodowski the Architect for the project stated that that direction was provided initially where they sat down and went through somewhat of a trendy, or modern building facades, with a lot of glass, smooth siding, the steel canopies that are indicated. He understood that the façade size didn’t offer much as far as projections or variations in the building itself, but the front elevation of some of the buildings have a steel canopy detail, which could be translated around the sides as well if that makes more sense to comply with the standards. The comments on the initial review letters about them meeting those standards and the zoning requirements, they would absolutely meet. He knew that there was a note on there that could easily be removed about all materials are subject to change and final selection by the owner, that can definitely be removed as well. He added that he was an Orion resident and has lived there for about 12 years. He wants to not only design a nice building, but obviously, make it attractive and something that everyone can be proud of.

Chairman Reynolds asked if there were any plans for mechanical to be located on the flat roof, and what the plans were for that? Mr. Brodowski replied yes, as the design would be developed further, they would anticipate having equipment which would be screened with a metal material of some sort that matches the building façade or whatever would make that the least visible as possible. They do anticipate roof modern equipment up there.

Commissioner Urbanowski stated that there were still a couple of things from the Planners review that hadn’t been touched on. They might be minor, but there was nothing said about the lighting and resubmitting the photometric plan for the light fixtures on the building. She added that there was something about the covered trash areas that are not included. She thought that there was so much stuff that concerned her, because if they don’t get it all in the motion, even if it is conditioned upon, there is just so much that needs to be address, there are 19 items on the engineering report. She knew that Engineer Landis said it could be handled with a resubmittal, but thought it was a lot and was concerned that they will miss something. She added that there was a separate memo about landscaping. She asked if they have to have a discussion about tree preservation? She questioned if that review was from Giffels Webster? Chairman Reynolds replied yes, the landscape review came from Giffels Webster.

Commissioner Walker agreed with Commissioner Urbanowski. He wondered why these things are not resolved before it comes to the Planning Commission. He knew it was the site plan, but there is just a ton of stuff. He said he was somewhat reluctant to give carte blanche even conditionally because it is so hard to keep track of every one of those things.

Chairman Reynolds agreed with Commissioner Walker. He stated that it is always difficult, he tends to be pro-development with projects when they meet their criteria, especially when the applicants are willing to meet all the items. His specific concerns are in regards to some of the standards, of the Lapeer Overlay District. He questioned how they are actually meeting that criteria for the Lapeer Overlay District, with some of the comments regarding landscaping and grading? He knew they could work through it and understood where OHM was going with even the “C” calculations for the overall development. He understood that some of those items were kind of a stab in the dark but thought that their efforts here are that they are developing two parts of this parcel and there is going to be a connection, they know there is going to have to be fire safety provided in the future when a development comes. He stated that they want to have some thought that at least there is some forethought of what is going to come in and that it is all going to be worked out even if it is to be revised in the future based on a separate development there. He echoed the same concerns of some issues and felt more comfortable with potentially another submittal review before they move forward with the approval or denial of the project.
Commissioner Urbanowski said that there are two motions for this case, one of them is the waiver for some of the Lapeer Road Overlay items. She asked if it was feasible for them to go ahead, for example, the front yard parking, and the building orientation. She said it felt like the whole project might be going in a different way for the moment. She questioned, in order to get those things out of the way, can they do that part of the motion, then work on the other, or does it not make sense? Chairman Reynolds replied absolutely. He said that it does make sense to address the design standards and waivers and things on an individual basis as they move to the approval of the site plan. His only caution with that would be with the number of items that are open and concerns that they have of potential changes that could be brought forth with a revision or incorporation and that his personal stance is to provide some feedback on some of the waivers. He did not have a problem with providing a waiver on the parking location, the front yard, or the 50% rule. He thought that some of the architectural standards, do have some large facades that are pretty flat. He said some of those things in the Lapeer Overlay District might be things that they want to discuss further with the recommendation for a site plan approval. Commissioner Urbanowski said she wasn’t talking about the site plan approval part she was talking about motion #1, which just grants the waiver for certain things. She questioned if they could do that motion to get it out of the way? Commissioner Reynolds replied specifically to the building orientation and connectivity in front yard parking, yes, they could grant that waiver. His only thing with the Lapeer Overlay District design standards is that that does apply to the building esthetics in the big picture, too. Planning & Zoning Director Girling said to clarify the three items that are listed under the waivers are ones that they are not meeting at all. The design criteria are really at their discretion whether what they are proposing is meeting the design standards, so that is more of a subjective versus the others, they don’t have it. That is why the waiver is asking for the ones they clearly don’t meet versus the others that they will determine whether they do or not. She understood what Commissioner Urbanowski was saying and that is totally at the discretion of the Planning Commission. She added that the Chair is saying that if those waivers are given and then they have to move something around related to the other things, then maybe the waiver wouldn’t have been appropriate. She said if she is asking could it be done even if they were choosing to postpone it, yes, they could have a motion that was made and passing at this meeting in spite of postponing the case itself.

Secretary St. Henry said that he was surprised at how many outstanding issues were out there presented by both the engineer and by the planners. He stated that he would be much more comfortable getting the majority of those outstanding issues resolved. He thought that they should hold off on making any approval on each one of the potential motions because he did agree that 19 or so outstanding issues that could impact the overlay direction in some of the decision made there.

Chairman Reynolds stated to the applicant if they had some general thoughts and feedback from the Commissioners and thought that they seemed fairly workable. He thought it sounded like there was a little bit of lack of comfort from the extensive list and not being present on the drawings. He asked what the applicant’s thoughts were? Mr. Ivezaj said they definitely take into account and respected all their comments, and felt they were all very good concerns, and thought they were definitely doing their jobs being Planning Commissioners. He said if he could alleviate some of those concerns, he will do his best. He said he knew there were some concerns about the photometric plan and the trash enclosure. He added that the photometric plan, as it is right now, the revision that they are looking at doing where if they ended up adding additional lights onto the building, which they don't plan on doing at this point, and most certainly if they do add building lighting onto the site, they would definitely amend the photometric plan and resubmit it for approval. The trash enclosure itself they are missing a detail. The enclosure is actually on the plan itself right now, they are looking for further detail on
the trash enclosure for review, which they can provide in the next submittal. As far as engineering concerns, the site itself, right now, and he didn't know if they went into too much detail on it, but there is actually already been allocated some stormwater detention across the Dutton Road on the prior development, as Engineer Landis was explaining earlier. He added that the C coefficient that he is asking for is to double-check that there is enough capacity on the site. As it is right now, in their current site plan and their current submittal, they are actually submitting for these two buildings alone. The runoff coming off of these two buildings alone does not impact anything over what is permitted within that regional basin or that regional detention. He said if they move forward with an additional site plan in the future, that will definitely be a concern and would be something to take into account at that point but as of right now, it shouldn't be a concern with these two sites going in, because the only plan they are going for is these two retail buildings. They are not applying for any additional industrial buildings, or a park, or anything else at this point, nothing else has been accounted for. From their viewpoint, they are not looking at it as they are missing all this information, they are just not sure what they are doing with the rest of the development. It is within their option at this point, and if they do move forward, obviously, they will account for any additional stormwater detention or any additional site requirements. He added that as Engineer Landis has said, he believes with their contact and communications with staff, they believe they can address all these comments within another administrative approval process. He said he wouldn't be coming in front of them tonight, with a number of comments that could not be addressed, or that he was not comfortable after talking with the staff, that could be addressed in the future. He thought it was for both of their benefits. He believed a lot of the other comments that are out there, he was more than willing, and he respected the opinions and the outlook but would love to clarify any additional comments off of that list that concerns any of the members before they make a vote. They are extremely confident after speaking to staff, it is not just necessarily a don't worry we will take care of it later, it is more of, they have looked through the list, they have had a meeting on it, and they are extremely comfortable with these comments and addressing them.

Chairman Reynolds said that their concerns are mainly an extensive list, that would potentially influence the project, and that is not at the discretion of their reviewers, but at their discretion, and thought that there needed to be some comfort level. He knew that some of the items could be worked out with them, and they entrust in their professional consultants and they meet with them on a frequent basis. The big picture of grading not being proposed, and some items that could be addressed administratively, but there is only so far that comfort level is going to take them. He knew a couple of feedback items here that would bring some more comfort to them, is more clarification on them meeting or exceeding the architectural standards through the Lapeer Overlay District. He added that they didn't address the comment about the mechanical being screened, dumpster enclosure, those details being added for them. They had a good discussion about the parking location being located in the front or street frontage, they mentioned safety paths, they were in support of adding per their reviewer's comments. There are a number of general landscape review items to be addressed and the building photometric to be revised to their comments. He thought one of the larger items that would kind of check off some things is in regards to how the future parcel would be developed and maintaining access and proving to them that the stormwater detention could be addressed in the future, with a future development, along with addressing both the future storm easements and also the existing easements. He thought that there were a couple of items with the incorporation of either to accept or deny how the Dutton Corporation Center and Retail Development would be addressed. There were a couple of comments from the Fire Marshal. He thought that there needed to be some revisions brought forth to them to address those concerns. He thought that they were comfortable moving forward.

Commissioner Reynolds felt that they could have a brief discussion on the parking, if the Planning Commissioners were in support of the current layout of parking, being Lapeer Road
Overlay and asking for a waiver on that. Vice-Chairman Gross stated that he didn’t see that as being a major issue relative to this particular site because of the constraints of the site, location, and boundaries of it. He thought that there were a lot of things that the applicant has indicated that could be taken care of, so it shouldn’t be a long delay if they can revise the plans and get them back to them, reflecting that. He added but the engineer has 19 or 20 issues, the planner has 5 or 6, and the Fire Marshal has 5 or 6 issues.

Moved by Vice-Chairman Gross, seconded by Commissioner Hoffman, to postpone this case to allow the applicant to incorporate the reports of the engineer of December 29, 2020, the planner report of December 29, 2020, and the Fire Marshal report of December 30, 2020, so that they can get everything on one plan before them, and then other comments that they talked about, relative to the architectural features of part of the building and the barrier-free access if it is not going to be, just take it off the plans, take the floor plans off altogether because they don’t want to deal with building department issues and building codes.

Discussion on the motion:

Chairman Reynolds wanted clarification from the motion maker of the timeframe included with the motion to postpone? Vice-Chairman Gross replied as soon as they can get it back to them.

Mr. Ivezaj thanked the Commission for their feedback and time.

Commissioner Urbanowski thought that there should be a timeframe. At least before 90 days from today.

Vice-Chairman Gross amended the motion, Commissioner Hoffman re-supported, that the applicant is to come back to the Planning Commission within 90 days.

Planner Fazzini asked if they would like to see the rooftop mechanical equipment on the renderings for the next meeting, or is that something that doesn’t need to be provided? Chairman Reynolds thought that a rendering, or a note that addressed the comment that the mechanical would be screened, per the zoning ordinance or a rendering that proves that, would be helpful.

Roll call vote was as follows: Walker, yes; Urbanowski, yes; St. Henry, yes; Hoffman, yes; Gross, yes; Reynolds, yes. Motion carried 6-0. (Dunaskiss absent)

9. UNFINISHED BUSINESS
None

10. PUBLIC COMMENTS
None

11. COMMUNICATIONS
None

12. PLANNERS REPORTS
A. Community Planning Update Winter 2020 Issue

Planner Arroyo read through the Community Planning Update – Winter 2020 Issue.
MOTIONS. Motions are the key element in clearly documenting action(s) taken by the planning commission. Motions are the detailed statements of action that specify the final determinations of the planning commission. With this in mind, it is essential that all motions be carefully considered and worded so that the intent and resulting action(s) are clear.

Conditions may be imposed on most Planning Commission motions. However, the nature and focus of conditions is dependent on the type of zoning issue and action the Commission is taking. The following guidelines give more specific detail regarding the appropriate use of conditions in various zoning decisions.

ALL MOTIONS MUST INCLUDE

- Who made the motion
- Who seconded (supported) the motion
- A description of the request
- The action taken (approve, approve with conditions, deny, table etc.)
- Any conditions attached to the motion (including who will verify that they are met)
- Reasons for the action taken (the basis for the action, such as applicable standards etc.)

SUGGESTIONS FOR MAKING BETTER MOTIONS

- Word conditions carefully. The motion recorded in the record will be the basis for any future actions regarding the case or issue. It is vital that the motion include all conditions exactly as you intended - don't leave it to the recording secretary to decipher what is meant.
- Understand Before Acting. Take the time to make sure that everyone understands the motion and all conditions.
- Make References. It is advisable to reference the ordinance standard(s) which are the basis for any conditions.
- Double Check. It is always a good idea to verify that the recording secretary has the motion and all conditions documented clearly for the minutes before proceeding to the next agenda item.

ROLL CALL VOTES

- A 2/3 roll call vote of the membership is required to call a closed session.
- The Open Meetings Act requires either a roll call, show of hands or other method that informs the public of the vote. Note: Silence suggests consent for the motion.
- For votes on ordinances and plans, it is good practice to take a roll call vote if the voice vote results in other than a unanimous vote.
- Roll call votes may also be required by local charter or bylaws.
- Consider alternating the first member called for roll call votes.

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<th>Type Of Action</th>
<th>Can Conditions Be Placed On Motions?</th>
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<td>Subdivision</td>
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* see Conditional Rezoning on next page
ALL CONDITIONS MUST BE

- Reasonable
- Related to standards in the ordinance
- Intended to achieve compliance with the applicable standards in the zoning ordinance
- Specifically included in the motion

CONDITIONAL REZONING

For a zoning map amendment, the applicant may voluntarily offer conditions if it is in accordance with the Michigan Zoning Enabling Act and the local zoning ordinance.

VOTING / QUORUM

The Michigan Court of Appeals ruled that email deliberations among a quorum of public body members violates the Open Meetings Act (OMA). The unpublished opinion was issued in the case of Markel v Mackley, which involved the Oakland Township Parks & Recreation Commission.

Section 3 of the Michigan Open Meetings Act, PA 267 of 1976, as amended (OMA), requires that:

“All meetings of a public body shall be open to the public and shall be held in a place available to the general public,” and

“All deliberations of a public body constituting a quorum of its members shall take place at a meeting open to the public.”

Based on the above, using other forms of communication such as text messaging or social media messaging is not in keeping with the concept of taking place “at a meeting open to the public.”

VOTING / CONFLICTS

A member shall disclose any possible conflict of interest before a vote on a matter. Failure to disclose a conflict of interest may constitute malfeasance in office. Once a member discloses a potential conflict of interest regarding a particular matter, he or she may be disqualified from voting on the matter upon a majority vote of the remaining members of the Commission. Reference local bylaws.

A conflict of interest exists if any member has a personal or financial interest in the matter or has an interest such that the member cannot be unbiased in the decision-making process. A planning commissioner should declare a conflict of interest when:

1. A relative or other family member is involved in any request for which the planning commission is asked to make a decision;
2. The planning commission member has a business or financial interest in the property involved in the request or has a business or financial interest in the applicant’s company, agency or association;
3. The planning commission member owns or has a financial interest in neighboring property. For purposes of this section it shall include any property falling within the notification radius for the proposed development, as required by the Zoning Ordinance or other applicable ordinance; or
4. There is a reasonable appearance of a conflict of interest, as determined by the planning commission member declaring such conflict.

A member with a conflict of interest should leave the dias where the matter is discussed and acted upon by the Planning Commission. Preferably the member should also leave the room while the item is under consideration and return only after the Planning Commission is on the next agenda item.