The Charter Township of Orion Planning Commission meeting will be held by VIDEO CONFERENCE ONLY via the GoToMeeting application, access code 599669285. You may also phone into the video conference by dialing 1-(571) 317-3122 and entering the access Code 599669285 (the meeting is being conducted via video/telephone conference due to the health concern of COVID-19 and related orders or regulations)

Public Hearing 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.

1. OPEN MEETING

2. ROLL CALL

3. MINUTES
   A. 02-03-21, Planning Commission Regular Meeting Minutes

4. AGENDA REVIEW AND APPROVAL

5. BRIEF PUBLIC COMMENT – NON-AGENDA ITEMS ONLY

6. CONSENT AGENDA

7. NEW BUSINESS
   A. 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.
   B. PC-2021-06, Orion Village Crossing Minor PUD Amendment, located at 3667 S. Baldwin Road, (parcel 09-29-326-042) for an additional wall sign & outdoor patio
   C. PC-2019-04, Orion Storage Site Plan, 1761 W. Clarkston Rd., 09-16-226-001
   D. PC-2021-10, Tycoon I Operations LLC, Ord 154 Application (Medical Class C Grow) located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   E. PC-2021-11, Tycoon I Operations LLC, Ord 154 Application (Medical Class C Grow) located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   F. PC-2021-12, Tycoon I Operations LLC, Ord 154 Application (Medical Class C Grow) located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   G. PC-2021-13, Tycoon I Operations LLC, Ord 154 Application (Medical Class C Grow) located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   H. PC-2021-14, Tycoon I Operations LLC, Ord 154 Application (Medical Class C Grow) located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   I. PC-2021-15, Tycoon I Operations LLC, Ord 154 Application (Medical Class C Grow) located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   J. PC-2021-16, Tycoon I Operations LLC, Ord 154 Application (Medical Class C Grow) located at 180 Premier Dr., ( parcel 09-35-477-001 & 09-35-477-002)
K. PC-2021-17, Tycoon I Operations LLC, Ord 154 Application (Medical Class C Grow) located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)

L. PC-2021-18, Tycoon I Operations LLC, Ord 154 Application (Excess Grow) located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)

M. PC-2021-19, Tycoon I Operations LLC, Ord 154 Application (Excess Grow) located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)

N. PC-2021-20, Tycoon I Operations LLC, Ord 154 Application (Excess Grow) located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)

O. PC-2021-21, Tycoon I Operations LLC, Ord 154 Application (Excess Grow) located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)

P. PC-2021-22, Tycoon I Operations LLC, Ord 154 Application (Excess Grow) located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)

Q. PC-2021-23, Tycoon I Operations LLC, Ord 154 Application (Excess Grow) located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)

R. PC-2021-24, Tycoon I Operations LLC, Ord 154 Application (Excess Grow) located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)

S. PC-2021-25, Tycoon I Operations LLC, Ord 154 Application (Excess Grow) located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)

T. PC-2021-26, Tycoon I Operations LLC, Ord 154 Application (Excess Grow) located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)

U. PC-2021-27, Tycoon I Operations LLC, Ord 154 Application (Adult-Use Class C Grow) located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)

V. PC-2021-28, Tycoon I Operations LLC, Ord 154 Application (Adult-Use Class C Grow) located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)

W. PC-2021-29, Tycoon I Operations LLC, Ord 154 Application (Adult-Use Class C Grow) located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)

X. PC-2021-30, Tycoon I Operations LLC, Ord 154 Application (Adult-Use Class C Grow) located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)

Y. PC-2021-31, Tycoon I Operations LLC, Ord 154 Application (Adult-Use Class C Grow) located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)

Z. PC-2021-32, Tycoon I Operations LLC, Ord 154 Application (Medical Class C Grow) located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)

AA. PC-2021-33, Tycoon I Operations LLC, Ord 154 Application (Medical Class C Grow) located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)

BB. PC-2021-34, Tycoon I Operations LLC, Ord 154 Application (Medical Class C Grow) located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)

CC. PC-2021-35, Tycoon I Operations LLC, Ord 154 Application (Medical Class C Grow) located at 180 Premier Dr. (parcel 09-35-477-001 & 09-35-477-002)
8. UNFINISHED BUSINESS
   A. PC-2021-07, 5-year Master Plan Update
   B. PC-2021-36, Township Initiated Text Amendment, Tree & Woodland Protection

9. PUBLIC COMMENTS

10. COMMUNICATIONS

11. PLANNERS REPORT/EDUCATION

12. COMMITTEE REPORTS

13. FUTURE PUBLIC HEARINGS

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, 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)

The Charter Township of Orion Planning Commission held a regular meeting 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)

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

PLANNING COMMISSION MEMBERS ABSENT:
Joe St. Henry, Secretary

1. OPEN MEETING
Chairman Reynolds opened the meeting at 7:00 pm.

2. ROLL CALL
As noted

CONSULTANTS PRESENT:
Rodney Arroyo, (Township Planner) of Giffels Webster
Eric Fazzini, (Township Planner) of Giffels Webster
Eric Pietsch, (Township Planner) of Giffels Webster
Mark Landis (Township Engineer) of Orchard, Hiltz, and McCliment, Inc.
Tammy Girling, Township Planning & Zoning Director

OTHERS PRESENT:
Lindon Ivezaj  Timothy Brodoski

3. MINUTES
A. 01-20-21, Planning Commission Regular Meeting Minutes
B. 01-20-21, Planning Commission Public Hearing Minutes for Milosch Project Rezone

Moved by Vice-Chairman Gross, seconded by Commissioner Hoffman, to approve both sets of minutes for January 20, 2021, as submitted.

4. AGENDA REVIEW AND APPROVAL
Vice-Chairman Gross asked to move item 8.A. under Unfinished Business, PC-2021-01, Dutton Park Site Plan to item 7.J. and item 7.J. Discussion on Tree and Woodland Protection Section of Ord. #78 to 7.K.

Moved by Vice-Chairman Gross, seconded by Commissioner Walker, to approve the agenda as amended.

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

6. CONSENT AGENDA
Chairman Reynolds asked if there were any comments or questions regarding the report.
There were not.

Moved by Vice-Chairman Gross, seconded by Secretary Hoffman, to receive and file the report and to forward a copy to the Township Board. **Motion Carried**

Chairman Reynolds disclosed a potential conflict of interest. He stated that the applicant, even though not in the same form as Pure Green, LLC, he and his firm had worked on this Class "C" grow facility located at the same address. He asked to be recused for modifying, the 154 applications. He added that the previous motions that were made for the applicant were when they were not present as an architect and now have since replaced the previous architect. He asked that he be recused for items 7.A. through 7.I.

Moved by Vice-Chairman Gross, seconded by Commissioner Walker to recuse Chairman Reynolds for items 7.A. through 7.I. **Motion Carried.**

### 7. NEW BUSINESS


Acting Chairman Gross stated that items 7.A. through 7.G. are items that they had previously acted upon back in November of 2020. He added that they are existing marijuana facilities located on Premier Dr. They have under item 7.A. through 7.G., they are existing applications that have been approved. Items 7.A. through 7.E., are items that are asking for an amendment to the initial application to be from a Class “C” Grower permit to a Class “C” Grower Facility – Adult Use permit.

Acting Chairman Gross said that they had a memo from the Township Attorney indicated that a new hearing was not necessary, that the application could be amended by the Planning Commission. None of the conditions relative to meeting the requirements of the ordinance have changed, everything is the same except for the type of application that this is. It was his understanding that they could, under a single motion, adopt a resolution for item 7.A. through 7.E., which is amending the applications from a Class “C” Grower facility to the Adult Use facility.

Moved by Commissioner Walker, seconded by Commissioner Urbanowski, that the Planning Commission **grant** approval of the amendment to the licensed marijuana facility applications PC-2020-31 through 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 Marijuana Facilities applications provided by the applicant to the Township otherwise remaining consistent with the identical to the original application presented and approved by the Planning Commission on November 18, 2020.

**Roll call vote was as follows:** Gross, yes; Walker, yes; Gingell, yes; Hoffman, yes; Urbanowski, yes. **Motion carried 5-0 (Reynolds recused).**


Acting Chairman Gross stated that the original application was approved for a Class “C” Grower permit, and the amendment is for an Excess Grower permit. He added that this was approved
by the Planning Commission on November 18, 2020, and there have been no changes to the ordinance or the application other than the type of permit.

Moved by Trustee Urbanowski, seconded by Commissioner Hoffman, that the Planning Commission 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 an “Excess Grower” permit with approval of the amendment condition upon the Licensed Marijuana Facilities Applications provided by the applicant to the Township otherwise remaining consistent with the identical to the original application presented and approved by the Planning Commission on November 18, 2020.

Roll call vote was as follows: Walker, yes; Gingell, yes; Hoffman, yes; Urbanowski, yes; Gross, yes. Motion carried 5-0 (Reynolds recused).

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)

Acting Chairman Gross asked, Planning & Zoning Director Girling if there was anything that she would like to provide them with on the application. Planning & Zoning Director Girling replied that she did a review of the application, as it relates to location requirements. She added that for this particular one, it is the same as the amended applications, they are within the same building. She said she did do a review, and they demonstrated that the requirements were met. She said it was within the same zoning of (IP) Industrial Park, and is not closer to a church, residential, or school, than, the ordinance allows. It is not on a road that has traffic higher than the ordinance allows. It does not ingress or egress from a road that also serves as residential. The distance from the closest school, church, and residential were done from buildings edge to building edge, and they did not need to seek any variances on those distances. They are allowed to do the type of use that they are requesting per ordinance and have met all of the location requirements. She recommended the approval with the one suggested requirement that was within her review.

Acting Chairman Gross asked if there were any questions from the Commissioners. There were not.

Moved by Trustee Urbanowski, seconded by Commissioner Hoffman, that the Planning Commission 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 meet the following location requirements: is located in the (IP) Industrial Park 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; this is conditioned upon: that 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 Marijuana Regulatory Agency (MRA).

Roll call vote was as follows: Urbanowski, yes; Hoffman, yes; Gingell, yes; Walker, yes; Gross, yes. Motion carried 5-0 (Reynolds recused).
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)

Acting Chairman Gross asked, Planning & Zoning Director Girling if there was any additional information? Planning & Zoning Director Girling stated that it is identical, except for the use that they are seeking, but it is the same location, so all requirements are met.

Moved by Trustee Urbanowski, seconded by Commissioner Hoffman, that the Planning Commission grant approval of the application, as required per Ord. #154, for PC-2021-09, Pure Green, LLC, for an 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 meet the following location requirements: is located in the (IP) Industrial Park 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; this is 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 Marijuana Regulatory Agency (MRA).

Roll call vote was as follows: Gross, yes; Urbanowski, yes; Hoffman, yes; Gingell, yes; Walker, yes. **Motion carried 5-0 (Reynolds recused).**

J. 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. (moved from 8.A.)

Chairman Reynolds stated that they had previously heard this case this year. He asked if the applicant was present? Mr. Lindon Ivezaj was present via GoToMeeting.

Mr. Ivezaj stated that they had addressed many of the comments with staff on their recent submittal package. They felt that the application as it stands was complete. The site plan he thought the intent and the use were the same. They are looking for roughly two 10,000-ft. retail buildings, speculative, for building material sales. He stated that the Planners letter showed a lot of informative comments. There were some questions on the actual elevation. He wanted his architect Tim Brodoski to go over the elevation and how they intend on meeting the ordinance and the intent. Mr. Ivezaj said they wanted the buildings, to look as attractive as possible from all road frontages for everyone. He added that they are looking for a front yard parking waiver with the application as well.

Mr. Tim Brodoski stated that he was responding to the building design comments found in Giffels Webster site plan review # 2. Starting with item number 13a, speaking to the ground floor facades that face public streets, they met that with revising or expanding the amount of textured material, display windows, the entry area, awnings, things like that were added to the plan or expanded to the plan. 13b on the review speaks to the overall texture and façade. He understood that it gets more challenging to present the materials, and what the actual samples are like, via these virtual meetings. He added that the plans provided photographs on the left side, of each of the plans depicting desired materials that they thought met the township ordinances, as well as, satisfying the overall look. He said that a lot of the materials that are, in their opinion, are modern or attractive colors, that they see on buildings these days, with the gray, darker grays, lights grays, a lot of wood tones, some of the brick being more of a traditional brick color is demonstrated in some of the photos. They will adhere to all the ordinance requirement for neutral type colors and things they don’t find offensive. Their goal is to put the nicest façade materials on that they can accommodate. He said that there was a comment about the additional window bay, the owner was ok with doing that, he thought that
they could offer more natural light, on more sides of the building. He added that unfortunately, that comment was made after the submittal was made but was an option and will be considered and included in the submittal for the building permit eventually.

Mr. Brodoski said the next section, the flat roofs, and the parapets, and the screening that was not described in the initial submittal, but they did go back and add the screening material that would be an architectural louver type of material more than likely a vertical louver that allows air and the necessary ventilation to the mechanical material and screening it from view. He said that the other comment that they did include on there is that the equipment would be more centered in the building to limit the visibility from the ground or the road and not create an issue with that. Ultimately, a parapet is also an option, it could easily be figured out to include a parapet all around the perimeter if that is easier than pursuing a waiver.

Mr. Brodoski stated that item 14b that all mechanical equipment shall be screened and they would move forward with. Item 15, the materials and colors, the example materials are shown in the resubmittal, mostly a neutral color, the material will not be black or metallic. They did comment that most likely the canopy material that would surround the building would be black, but a low reflectance, a matte black would be the preferred option there. He added that the overall use of high quality, high-grade type materials, to meet all of the requirements of the ordinance and to satisfy the owner and put forth the best building that they can. He thought that they addressed items 15 c. & d., no neon tubing on any of the building elevations. Also, expanding the amount of textured material shown to at least address over 50% of the building’s façade was covered on each of the buildings.

Chairman Reynolds said that they were going to turn it over to the consultants to go through their reviews. He added that it sounded like there were several items that they are willing to conform or address. If there are still open items, they will make sure that it is incorporated into the motion, so they can move forward.

Planner Fazzini read through his review date stamped January 28, 2021.

Engineer Landis read through his review date stamped January 27, 2021.

Chairman Reynolds noted that the Fire Marshal was not present but wanted to speak to a couple of the review letters that they had. He added that there was a review from the Fire Marshal on the revised submittal, approved with requirements, speaking to some of the requirements about the Fire Department connections being addressed along with clearances minimum unobstructed width of 26-ft. to be provided along with the inspection of methane gas collection system on-site during construction.

Chairman Reynolds said that there were no issues with the Public Service Director.

Chairman Reynolds stated that several items were discussed by the applicant. He wanted to turn it over to the Commissioners for any comments or questions that they have before they go through and address some of the open items.

Vice-Chairman Gross said that at the last meeting they had a slue of issues that were presented by the Planner and the Engineer. They indicated that these could probably be handled administratively or internally, but they felt it was more appropriate that the plans be revised to reflect the changes. The applicant has done that, provided some new plans with, most or all of the items being addressed, at least to his satisfaction. He was pleased with the results of their additions to the design characteristics of the proposal. He thought it helps a lot in terms of
Chairman Reynolds agreed, he wanted to make sure they make their way through a couple of the items that were presented as still open concerns. He thought that they had quite a bit of progress that had been made. One of the open items that he had written down was the elevations, as presented, as it relates to the Lapeer Overlay District, and specific to flat roofs without parapets. He didn’t have any major issue with the building, as proposed. He might consider adding a couple of comments that the applicant did speak to, just for clarification. There was a response letter that was submitted in their packet, but he thought they should incorporate some of those items, just to be clear for anything administrative that might be addressed. He wanted to speak to a couple of those items, architecturally the Lapeer Overly Design Standards parapet screening, decorative lighting, any comments or concerns on that? He said it seemed like they might need to speak to a couple of motions on those, just to be clear with the ordinance.

Chairman Reynolds stated that one of the items that he thought also needed to be addressed were some of the open landscaping requirements as it relates to the ordinance, looks like a lot of that has been addressed, but he wanted to make sure that administratively, moving forward there were no issues and concerns there with anyone.

Chairman Reynolds said that they briefly discussed parking, based on the orientation of the building, in relationship to the site, that 25% of the parking being in the front yard wasn’t really, previously an issue. He didn’t think it was a drastic change with the proposed plan. He thought some of the comments that they received from Construction by Design was received on the 13th, he thought they were in response to or, agreeing to open items, so maybe that is a good point of reference if what the applicant presented that they should make sure they incorporate any open items into their motion.

Planning & Zoning Director Girling stated that she believed that the response letter was the response from the changes from the first plan to this one, versus responses to what the consultants currently have in their reviews. Chairman Reynolds thanked her for the clarification.

Moved by Trustee Urbanowski, seconded by Commissioner Walker, that the Planning Commission grants 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: the standards of this section would prevent reasonable use of the site: it doesn’t face Lapeer Rd. only Dutton, and is further away from Lapeer; existing site design including architecture, parking, driveways, etc. are placed in a manner which makes the application of standard impractical; limited lot area and the arrangement of existing feature provide inadequate space to accommodate design requirements.

Roll call vote was as follows: Walker, yes; Gross, yes; Urbanowski, yes; Hoffman, yes; Gingell, yes; Reynolds, yes. Motion carried 6-0.

Chairman Reynolds asked if there were any other discussion points? There were none.

Moved by Vice-Chairman Gross, seconded by Commissioner Hoffman, that the Planning Commission grant 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: that the revised plans have been reviewed by the Planner, the Engineer, and the Fire
Marshal, and the comments that they had previously submitted have been incorporated into the revised plans, and the site plan, therefore, meets the ordinance requirements.

Discussion on the motion:

Chairman Reynolds had a couple of questions for the motion makers. He stated from his understanding, there were some open comments from OHM, and the Fire Marshal, that still needed to be addressed or at least that they make sure they are addressed moving forward, and along with any things that they don't believe have been submitted according to Giffels Webster. He thought that landscaping was one of them. He thought if there were any comments per building materials and anything that was presented, that they wanted to incorporate, to present those items, as discussion points.

Vice-Chairman Gross amended the motion, Commissioner Hoffman re-supported to indicate the specific reference to the OHM review, would be to provide a pavement section for the public pathways to meet the Township requirements; that the Fire Marshal's request for the FDC be unobstructed by the dumpster location; and that the landscaping provided on the landscape plan complies with the conditions of the site plan. The parapet, he believed, was sufficient based upon the fact that the rooftop equipment should be set back sufficient from the edge of the building, so as not to adversely affect the visibility; the decorative light fixtures that are proposed are consistent with the architecture of the building; he believed the other issues were covered in the initial waiver on the previous motion.

Chairman Reynolds stated that he believed that a flat roof will require mechanical screening. He said the motion included a parapet wall to screen the mechanical units. He asked the applicant if that was acceptable, or did they prefer the flat roof solution? Mr. Brodoski said that he anticipated a parapet, and thought that the overall height of the building and the specific items on the floor, could certainly accommodate a 3 to 4-ft. parapet easily around the perimeter of the building. He said in the event if there is some sort of issue, and the equipment and its placement would still be visible from the road, they would screen it. He said that they could consider the criteria during the design, to ensure that the parapets would suffice.

Chairman Reynolds wanted to get clarification because they were speaking to the parapet, as a solution. He added that it was not shown on the drawing and wanted to clarify that comment. He thought it was a good way to hide mechanical units and not have a concern about where things might end up in future design phases.

Engineer Landis stated that the second comment on their letter spoke to the need for a traffic study to be provided to show that the traffic study or trip generation data be provided to show that the traffic study is not needed. He asked if there were any thoughts on that? Chairman Reynolds said it sounded like they could either generate a traffic report or a letter that justifies their trip counts being underneath the threshold. Trustee Urbanowski said that if it is a request from OHM, they should address that and make it part of the motion, that it happens. Chairman Reynolds said he didn’t think that a trip traffic study was needed but some supporting documentation to justify that, he would be ok with.

Vice-Chairman amended the motion, Commissioner Hoffman re-supported, that they provide documentation that trip generations would not require a traffic study, would be sufficient. He thought that the size of the building is relatively insignificant relative to other industrial uses. He thought if they could provide them with the documentation of what the trip generation is expected to be so, that a traffic study would not be required, would be sufficient.
Roll call vote was as follows: Urbanowski, yes; Walker, yes; Hoffman, yes; Gross, yes; Gingell, yes; Reynolds, yes. Motion carried 6-0.

K. Discussion on Tree and Woodland Protection Section of Ord. 78
Planning & Zoning Director Girling stated there are always sections of the ordinance that they get frequent questions on, and this is one is that. She stated that she has read it several times, and it can be a very confusingly written section of the ordinance. A text amendment was something that they could work on to make the language clearer, however, what is it they are looking to make clear? She was not looking for an elaborate discussion, just kind of teeing it up and getting their feelings on it. She asked them if they had the same feelings? And then it comes down to the question of reading the declaration of purpose. Is this ordinance with that purpose, doing what the purpose is, and is that what they want as a Township? It is regulating, so they are not clear-cutting, but then it has exemptions for those that don’t have to follow it. There is a certain way that it was followed for years, and it is very confusing to her but followed it as it had been done. When they started with Giffels Webster, they read it a different way, and she respected that, it brought it even more to the forefront, that they could read it several ways. She added that it was twofold, how do they get this rewritten, so it is clear? Also, what way do they want it written? If they read it and they can’t come up with a decision, maybe they should send it to the ZBA to interpret it. She thought that a text amendment at times can take longer than they want if they start getting busy. She wanted to come up with a clear path, at least in the meantime, because this comes up with every case, so they know what they are doing as they work through the text amendment.

Planner Arroyo said that they realize that there is a lot of confusion in terms of how this is interpreted. He added that they would like to find out what the Planning Commission’s desire.

Planner Fazzini said something they could consider is how it applies and he felt the way it is written now, it applied broadly. A subdivision, PUD, commercial site, and industrial are all under the same ordinance, so they could think about maybe certain types or sizes of projects that could be exempt from it. That could be potentially their starting point for looking at an amendment, is focusing on how they want it to apply it when they want to make it a requirement or when they don’t require it where it doesn’t make sense.

Planning & Zoning Director Girling stated that the way they have been done, again, she didn’t expect anything besides yeah go ahead and create a PC number, they agree that they need to talk about this. She didn’t expect much more but to give them something to go back with and digest. Looking at the packet they received, there is a check sheet that Giffels Webster uses when they are doing a review which gives all the different criteria that they use when they are looking at the tree section in the woodlands. She said going back to how this had been interpreted and used in the past was, yes, they have all of this out there so somebody doesn’t just go clear a site, however, if they are coming in with a site plan, and they show on their site plan, their trees and then overlay where the building is going to be, sewer and utility lines are going to be, where the parking lot is going to be, they don’t have to replace the trees that are within there. If they start demolishing trees that are outside of those categories she stated, then those have to be replaced. They have never run into anybody ever having to give money for it, because they have a requirement of greenbelt buffers and so many trees per linear feet, and they never ran into a case where somebody had more trees than they demolishing outside of the building envelop, that what they were proposing per ordinance to put in under the landscaping requirements. She is not saying one is right and one is wrong, she just wanted them to have both ways that it was looked at.
Planning & Zoning Director Girling added that she found it kind of unusual, and she did attach another section of the ordinance of what is required at site plan, they need to have a tree survey, was her understanding. She thought several developers have given her a dollar amount, she never wrote them down but remembered thinking, “Wow, that is a lot of money for a tree survey”, especially if it is heavily wooded. If they are reading it the old way, that they don’t have to replace any trees that are in the building envelope, then why are they making them spend so much money on a tree survey if we are not going to make them replace them? She said that it goes in several directions and with that little bit of history, read back through it, but it still comes down to even if they say they read it this way, they read it that way, and the other person reads it the other way. What is our intent? What do we as a Township want this tree protection section to say? Do they want to preserve trees, or make them have to replace trees if they are being removed from the building envelope?

Commissioner Walker asked the Planners if that would be something to be considered under the new Master Plan? Could they solve the problem that way? Planner Arroyo replied that in a general way, with the Master Plan, they do talk about natural features, preservation, and they also could be looking at identifying some implementation strategies. It is not the place for a detailed discussion of an ordinance, but certainly, a philosophy of how they want to treat existing wooded areas and treed locations could be discussed. He added that he thought it is probably more effective to discuss it at this level unless they feel like there is not a consensus on the direction at all, and then maybe they wait till it goes through the Master Plan, and see what comes out of that.

Planning & Zoning Director Girling said she noticed because they had an issue with a site recently where they challenged this section of the ordinance and they looked at it, and under definitions and mention of the term woodlands, she found that the Master Plan before the current Master Plan had a woodlands map. The current Master Plan that they are getting ready to update, that is the active one, that map was removed. So, within the definitions, talking about protecting per the woodland maps, that is something, a component, that they should list, that they need to work on for this Master Plan, and that they no longer have an active woodlands map.

Chairman Reynolds thought that this has been an ordinance section that seems to be needing some love for quite a while. A lack of some definition, a lack of clarity, there are some open to interpretation, what they have done over the past 30-years versus Giffels Webster bringing forward to them and interpreting their way, neither one is necessarily wrong. It is the fact that there is some wiggle room in here and thought that the goal for tonight was, for everyone to read that section. He would support at least getting into this text amendment because he believed there are some points to incorporate, or hear feedback in this Master Plan process about what they believe of their general intent, and give them some viewpoint on that. He thought the reality was that, even if they change nothing about their approach, the definitions, procedurally are very confusing. It leaves for a lack of confusion and what their goals are as a Township. There are several projects that they have reviewed that seem to be a discussion point on what is in the development area? Is it not accepted to be an area that they have to be concerned about trees? They are developing a lot of PUD related sites and Conditional Rezones that are those wooded areas. Do they want to consider a requirement for a sized project that, is a heavily wooded site? Right now, if they call it the development area, and they are within the setback, those trees unless they are landmark, or historic, or greater so much in size are allowed to be removed and don’t have to be replaced. He added that he thought there are those items where they can leave it to their staff and the professionals to kind of weigh in on some of that, but he thought the census was more about the approach. If there are sections of this that they feel passionate about maintaining or beefing up, he thought those are the direction items that they need to prepare. He stated that the other component here that was open to
interpretation in regards to when a tree survey is or isn’t required and really what is required in the tree survey. He found from personal experience, it is a costly endeavor, not to say that it isn’t a required or an important endeavor with certain sites. He thought they needed to look on the first or second page in the packet adjust the caliper diameter of trees that are being measured. He said they have a lot of what they would define as potentially not important, right? That is a discussion point of a lot of other places that require 6-8 inches versus 4 inches. What are they defining as their baseline? He didn’t think they were making any decision tonight, but mainly pointing out as a weakness in the ordinance that they kind of commit some time to, so they can clarify with projects moving forward.

Vice-Chairman Gross said that some of his concerns that he had relative to clear-cutting. Some of the recent developments that they approved, resulted in basically clear-cutting, and the ordinance says they can’t clear cut more than 20%. He thought that they need to look at that as well because he thought some of the projects on Gregory Road were destroyed in terms of clear-cutting the property. He thought that there was, a different situation with residential and commercial types of developments in terms of how they are going to preserve property and preserve trees.

Chairman Reynolds agreed and said that there is a balance between allowing people to develop, and then also, there might be another measure or based on a circumstance, a way to approach that. He knew there were other languages out there the speak to it.

Commissioner Hoffman thought it was something that they should talk further about, especially, with some of the existing neighborhoods that still have lots. There are some HOA’s and the size of their diameter is more around 6-8 inches.

Chairman Reynolds asked the other Commissioner’s to read through this more. He thought that they would find that, if they are not a professional or an expert, they might find some circles on there, and that is exactly what they want to get rid of. He asked them to highlight some things that are important to them, things that they don’t agree with, so they can have some constructive discussion with, potentially, an amendment soon.

Planning & Zoning Girling stated that she couldn’t remember what was on the next agenda, but didn’t think it was immensely crowded. She was going to create a PC number and have discussions again. In their packet, they will see it on the agenda, and it will be attached again, with the minutes to see the few comments that they had. She didn’t want to set this aside and let it become an issue and wanted to get it resolved soon. He asked them to read it to see how confusing it was.

Planning & Zoning Girling wanted to make sure that they didn’t want it to go to the Zoning Board of Appeals to get their interpretation? Chairman Reynolds replied no because they didn’t know what they were sending yet.

8. UNFINISHED BUSINESS
None (moved to 7J)

9. PUBLIC COMMENTS
None

10. COMMUNICATIONS
None

11. PLANNERS REPORTS
A. Giffels Webster Motions PC Training Series

Planner Arroyo read through the training series on motions. He said that regarding the roll call vote, per the Open Meetings Act, two-thirds roll call vote, required the membership to call a closed section. The Planning Commission rarely has closed session. The Open Meeting Act requires either a roll call, a show of hands, or some other method that informs the public of the vote. If there is a motion, generally everybody is voting in favor of it, if you don’t say anything on the voice vote, it is assumed that they are voting in favor of the motion, so they need to speak up if they are voting against and voting for. Otherwise, there may be an interpretation that they voting in favor of the motion.

Planner Arroyo said in terms of roll call votes, for ordinances and Master Plans, other important documents, it is good practice to take a roll call vote. Some communities do that, regardless, they just always do it on plans and ordinances.

Planner Arroyo stated that additions to motions, typically they can attach reasonable conditions to most motions. On a rezoning, it depends. They do have the concept of a Conditional Rezoning that does have a developer offer conditions. The ability to attach other conditions to rezoning is deemed generally being very limited. For text, Special Land Use, site plan, PUD, all of those, they can attach reasonable conditions.

Planner Arroyo noted that one of the things that are also important to consider is the concept of a quorum and communications. They must not have communication, that would constitute a quorum outside of the public meeting. Not to use email, and social media to contact other Planning Commissioners outside of a meeting. It has been deemed to be the equivalent of deliberating in certain instances and is not appropriate. So, sending out an email to every Planning Commissioner saying that they didn’t like the site plan, is not a good idea. They need to wait until they get to the meeting and express their concerns and not to do that outside of the meeting.

Chairman Reynolds asked regarding inserting the findings of fact, or items in motions. A lot of times, they are doing that. Why is that good? Why is that used? Is it a good practice to incorporate that? Planner Arroyo replied that the finding of facts is very helpful when they are crafting a motion because they establish the basis for the decision that they are making. It is particularly important if you are voting to deny, if they are voting to deny a project, it is important that they have findings of fact and they are stating why they are denying. That should be very clear in the motion and should be tied, if possible, to an ordinance provision to say that they are denying the site plan because it doesn’t meet section 2711.2 of the ordinance, and they didn’t provide the appropriate landscape, or whatever the case may be. So, findings of facts, are teeing up the reasons why you are making the decision that they are making, so if it ends up in court and there are some questions about their decision, it will be a lot easier to explain to the judge and the jury why that decision was made.

Planner Arroyo said he wanted to give a brief update on the Master Plan. He stated that they are working hard on getting the first set of information. They are planning on discussing with them at their next meeting, the second meeting in February, at 6 p.m. before the Planning Commission meeting. They would like to schedule that type of work session for the second meeting of the month for the remainder of the year. They would be flexible with holidays. They would like to be able to have an hour going over a particular section or topic related to the Master Plan. If they need to do more than that they will.

Chairman Reynolds asked the Planning Commissioners if they would be able to meet at 6 p.m. instead of 7 p.m. on the second meeting of the month to discuss Master Plan?
Planning & Zoning Director Girling said that any meeting is an open meeting. The next meeting in February will be virtual. They would use the same meeting number at 6 p.m.

12. COMMITTEE REPORTS
None.

13. FUTURE PUBLIC HEARINGS
02-17-21 at 7:05 p.m. 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
Chairman Reynolds said for everyone to do their homework on the text amendments

15. COMMISSIONERS’ COMMENTS
Trustee Urbanowski thanked Giffels Webster for getting them ready for the Master Plan.

Commissioner Gingell said that she heard it was a great time to start on the Planning Commission when they are starting the Master Plan.

Planning & Zoning Director Girling said to check out the Orion Township website, on the main page they can find information on the Master Plan. There are two links, one is a survey and asked to get all the citizens, friends, family to look into and complete that survey. There is also something called picture this, it gives them the ability to insert a picture and then drop in on the map, what they like and dislike.

16. ADJOURNMENT
Moved by Trustee Urbanowski, seconded by Commissioner Hoffman to adjourn the meeting at 8:29 p.m. Motion carried.

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: February 10, 2021  
RE: PC-2021-05, C and A Group Conditional Rezone Request

As requested, I am providing a suggested motion for the matter mentioned above. Please feel free to modify the language. The verbiage below could change based upon the Planning Commissions’ findings of facts. Any additional findings of facts should be added to the motion below. Please note that it was suggested to me that on matters that involve rezonings, PUD’s, Special Land Uses or variances that I provide language indicating that the matter can be approved or denied.

Conditional Rezoning (Section 30.05) and Amendments to the Zoning Ordinance (Section 30.04)

If the Recommendation is to approve/deny  
Motion: I move that the Planning Commission forwards a recommendation to the Board of Trustees to approve/deny PC-2021-05, C and A Group Conditional Rezoning Request, a request to rezone 512 E. Silverbell Road, parcel #09-35-200-023, from Single Family Residential (R-1) to Office Professional (OP) with conditions. This recommendation to approve/deny is based on the following findings of facts:

Per 30.03  
a. The objectives of the Master Plan (Insert any findings of facts),  
b. Existing uses of property within the general area of the property in question (Insert finding of facts),  
c. The zoning classification of property within the general area of the property in question (Insert findings of facts),  
d. The suitability of the property in question to the uses permitted, under the existing zoning classification (Insert findings of fact),  
e. The trend of development in the general area of the property in question including any changes, which have taken place in the zoning classification (Insert findings of facts).  
Per 30.04  
f. Compatibility with the policies and uses designate for the land & area in the Master Plan or deviation to if development is compatible with the overall development goals, character and/or needs of the
Township. (insert findings of facts)

g. Compatibility, or reasonable assimilation through offered conditions, with other uses in the surrounding areas considering the area as a whole and the overall development goals, character, and or needs of the Township. (insert findings of facts)

h. Availability and adequacy of public services and facilities, and whether there is likely to be any adverse impact from a development or use allowed under the rezoning with Conditional Rezoning agreement. (insert findings of facts)

i. Whether the development that would be approved shall advance the public interest, weighing the reasonably expected burdens likely to result form allowing the development against the reasonably expected benefits to be achieved by the development. (insert findings of facts)

If the Recommendation is to Approve:
This recommendation to approve is based on the following conditions:

a. That the applicant and the Township enter into a conditional rezone agreement specifying the conditions of the project that the applicant has agreed upon in their application.

b. Motion maker to insert any additional conditions.

If the Recommendation is to Postpone:
Motion: I move that the Planning Commission postpones PC-2021-05, C and A Group Conditional Rezoning Request to rezone 512 E. Silverbell Road, parcel #09-35-200-023, from Single Family Residential (R-1) to Office Professional (OP) with conditions until ________________ (insert exact future PC meeting date), for the following reasons (insert findings of facts):
Conditional Rezoning Review
Request: from R-1 to OP

Case No: PC-2021-05
Site: 512 E. Silverbell Rd
Applicant: Anthony Battaglia
Plan Date: 01/19/2021
Zoning: R-1, Single-Family Residential
Parcel ID: 09-35-200-023

Dear Planning Commission Members:

We have completed a review of the request for conditional rezoning referenced above and a summary of our findings is below. Items in bold require specific action. Items in italics can be addressed administratively. A summary of the requested Planning Commission action is provided on the next page.
30.04 Amendments to the Zoning Ordinance

Findings of Fact and Recommendation of the Planning Commission. Following the public hearing, the Planning Commission shall transmit a summary of comments received at the public hearing and the proposed Ordinance amendments, including any maps and recommendations make written findings of fact and transmit same, together with its recommendation, to the Township Board. The Township Board may hold additional hearings if the Township Board considers it necessary, or if requested.

Where the purpose and effect of the proposed amendment is to change the zoning classification of a particular property, the Planning Commission shall make findings based on the evidence presented to it with respect to the following matters:

a. The objectives of the Township’s Master Plan. See #6 and #7.

b. Existing uses of property within the general area of the property in question. See #2.

c. The zoning classification of property within the general area of the property in question. See #2.

d. The suitability of the property in question to the uses permitted under the existing zoning classification. See #4.

e. The trend of development in the general area of the property in question, including any changes which have taken place in the zoning classification.

30.05 Conditional Rezoning

In addition to the factors for rezoning found in Section 30.04 of this Ordinance (above), the deliberations of the Planning Commission and Township Board shall include, but not be limited to, the following:

a. Compatibility with the policies and uses designated for the land and area in the Township’s Master Plan, or deviation from the Master Plan if the proposed development is compatible with the overall development, goals, character and/or needs of the Township.

b. Compatibility, or reasonable assimilation through offered conditions, with other uses in the surrounding areas considering the area as a whole and the overall development, goals, character and/or needs of the Township.

c. Availability and adequacy of public services and facilities, and whether there is likely to be any adverse impact from a development or use allowed under the rezoning with Conditional Rezoning Agreement; and

d. Whether the development that would be approved shall advance the public interest, weighing the reasonably expected burdens likely to result from allowing the development against the reasonably expected benefits to be achieved by the development.

The Planning Commission, after public hearing and consideration of the factors for rezoning set forth in Section 30.05 B(9) of this ordinance (above), may recommend approval or denial of the rezoning.
Existing Conditions

1. **Site.** The site consists of one parcel with 2.34 gross acres and 1.57 net acres located on the southwest corner of the intersection of East Silverbell Road and Bald Mountain Road. The parcel is a corner lot with 250 feet of frontage along Silverbell Road and 363 feet of frontage along Bald Mountain Road. Bald Mountain Road is a gravel road in this location. No safety paths are existing along either road. The application indicates an existing vacant single-family home on the site as indicated in the Google Street View image below. The historic Howarth School was formerly located on the site and was previously relocated to Friendship Park for preservation.

![May 2019 Google Street View image of the site looking southwest from Silverbell Rd](image)

2. **Adjacent parcels.**

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Existing Land Use</th>
<th>Future Land Use Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>R-1</td>
<td>Hi Hill Subdivision</td>
<td>Single Family Medium High Density</td>
</tr>
<tr>
<td>East</td>
<td>R-1</td>
<td>Howarth United Methodist Church</td>
<td>Institutional</td>
</tr>
<tr>
<td>West &amp; South</td>
<td>REC-2</td>
<td>Wetland Soils</td>
<td>Recreation</td>
</tr>
</tbody>
</table>
Conditional Rezoning:

3. Development Plan. The development plan set indicates a one-story (25-foot tall), 9,870 sq. ft. office building with 44 parking spaces to the side and rear of the building accessed from both Silverbell Road and Bald Mountain Road. Safety paths are indicated along both roads on the drawing. The floor plan indicates that building access would be from the south side of the building and parking area, and four tenant spaces of approximately 2,000 sq. ft. each are proposed. Building elevations have also been submitted with an exterior building material schedule indicating stone veneer along the foundation and at the entrance, with brick veneer and windows around all sides of the building. The second elevation sheet PE-2 appears to be a duplicate sheet included with the plan set.

The applicant should clarify if the submitted development plan set is intended to be included as part of the written offer of conditions, typically as an exhibit to the Conditional Rezoning Agreement. If approved, this conditional rezoning does not grant any zoning variances should there be any Zoning Ordinance compliance issues found during the subsequent site plan review.

4. Statement of Purpose. The applicant has submitted a statement of purpose, provided below, as required for rezoning applications. The information provided in this statement directly relates to the required Planning Commission findings of fact for rezonings provided on review page two.

   a. “The intention is to design a one-story professional (office) building on the site. The surrounding area is sprinkled with a variety of zones, including OP. Rezoning to OP would be consistent with the surrounding areas. The land just to the east, although listed as Single Family Residential (R-1), holds a church which ensures minimal business traffic.”

   b. “The surrounding area has homes, condos, and subdivisions. The size of the land in question is too small to build a couple homes to add to the many in Lake Orion. The parcel in question is unpractical to build one house. Due to the lack of appeal and limited options under the current zoning, we believe that is why the property has been sitting empty for a long time.”

   c. “With the current zone request, not only would it be consistent with a variety of options already on Silverbell Road, it would also cause no detrimental problems with the surrounding area. The traffic would be no greater than the church flow, or cause any residential concerns due to the distance to the housing areas from the site. And the properties to the south and west are currently recreational. The intention is to build a low roof line building, have the parking in the back so you don’t see it when driving down Silverbell Road and ensure the style blends in with the surrounding natural areas.”

5. Offer of Conditions. The applicant has submitted an offer of conditions as part of this conditional rezoning request. This offer includes reducing the potential OP permitted uses by-right from 16 uses to 10 uses and eliminating all 18 special uses that would otherwise be permitted in the OP district. The applicant states that this was done for the following reasons:

   - To avoid overnight activity with extended hours
   - To avoid duplicating another institutional use in the area
   - To limit the structure height to one-story
   - To avoid outdoor activity noises
   - To only view the front of the building and landscaping (rather than parking)
The applicant also states that the request would be limited to the following uses:

1. Professional and medical offices (no overnight patients)
2. Medical or dental laboratories
3. Data processing and computer centers
4. Schools/studios for music, dance, business or trade
5. Public service and government facilities
6. Financial and insurance service (banks, credit unions-with or without drive-thru)
7. Real estate/property management services
8. Travel/ticket agencies
9. Pharmacies (incidental to primary use)
10. Medical supply stores (incidental to primary use)

The written offer of conditions, summarized above, should be considered by the Planning Commission prior to being acted upon by the Township Board. The offer of conditions may be amended during the process of rezoning consideration provided that any amended or additional conditions are entered voluntarily by the owner. If the Township Board finds a rezoning request and offer of conditions acceptable, the offered conditions shall be incorporated into a Conditional Rezoning Agreement.

**Master Plan**

Per Section 30.05 B.S.a. on review page two, conditional rezoning applications permit the Planning Commission to consider deviations from the Master Plan “if the proposed development is compatible with the overall development, goals, character and/or needs of the township”. This permitted deviation consideration may include deviations from the Future Land Use Map, as well as goals and objectives.

6. **FLU Map.** The Future Land Use Map classifies the site as Institutional. This classification may be related to the historic use of the site as the Howarth School, which is no longer present on the site. This classification extends to the existing church east of the site across Bald Mountain Road. The 2015 Master Plan Future Land Use Classification for Institutional is as follows:

“Institutional is located where existing schools, churches, public buildings and cemeteries are currently in operation within the township. Because such uses are permitted in a variety of zoning districts, the correlating zoning classifications are too numerous to mention. Institutional uses are permitted within nearly any zoning district within the township.”
7. **Master Plan Text.** The 2015 Master Plan text, including the Objectives, also provide guidance related to this request. Below are several sections that broadly relate to this rezoning request.

**II. Community Facilities**

**Goal F:** To encourage the location of appropriate health care facilities in the community.

**Objective I:** To work with health-planning agencies to effectuate coordination in location and design considerations.

**Policy 1:** To attempt to locate such facilities where maximum service to existing and anticipated population concentrations are evidenced.

**VI. Transportation and Thoroughfares**

**Goal B:** To Develop a system of pedestrian/bicycle safety paths to link residential areas with schools, recreation areas, commercial districts and other destinations.

**Objective I:** To continue to require installation of safety paths in conjunction with all new development.

**VIII. Residential Areas**

**Goal A:** To emphasize and strengthen the single-family home character and rural suburban atmosphere of the Township, while providing for a variety of new, high-quality housing types at various densities and protecting the natural features of the Township.

**Objective I:** To maintain and enhance the residential character of existing neighborhoods.

**Policy 7:** Rehabilitate or remove blighted residential structures.

**IX. Office Areas**

**Goal A:** To provide exclusive areas for office uses that will have limited impact beyond the sites and which are intended to serve nearby residences or businesses.

**Objective II:** To provide for the utilization of relatively shallow frontages for office use when single-family residential use is not reasonable because of existing conditions and as an alternative to strip commercial development

**Zoning Ordinance:**

8. The intent of the OP district, from Zoning Ordinance Section 9.00 – Preamble, is provided below. This information is provided for consideration of the proposed use of the site and relate directly to the Zoning Ordinance standards required of development in the OP district. Compliance with these standards will be reviewed as part of any future site plan review should this request be approved.

"The Office and Professional District is intended to provide locations of the office-type professional and administrative services necessary for the normal conduct of a community's activities. This district is also intended to provide locations, when located a considerable distance from residential properties, where activities of a testing, research, prototype planning or development, or a similar nature are permitted. Additionally, this District is intended to provide locations for light assembly as a special land use permit, where provided in conjunction with research and development activities. Community service activities such as training centers, meeting halls, and health clinics are also allowed."
Office and Professional Districts are specifically designed to prohibit retail establishments, manufacturing or industrial activities other than light assembly, and other business activities that generate heavy traffic or constant visits of the general public. However, a limited range of convenience retail and service businesses are permitted within the Office and Professional District for the benefit of workers and visitors within the district. Any such commercial uses should be designed to complement the predominant office and research and development uses within the district.

All activities in the Office and Professional District must take place in a completely enclosed building in a well landscaped setting. To protect the health, welfare, and safety of the community, the uses permitted in this district are not allowed to generate high noise levels or to use, store, or produce any toxic or hazardous substances. These districts shall have direct access onto an existing or proposed collector or major thoroughfare."

Respectfully,
Giffels Webster

Eric Fazzini, AICP & CNU-A
Senior Planner
APPLICATION FOR CONDITIONAL REZONING

Case Number PC-2021-05

*PROOF OF OWNERSHIP MUST BE INCLUDED IN THE APPLICATION*
(Acceptable documentation includes: Warranty Deed, Quit Claim Deed, Land Contract, and Option to Purchase with a Copy of the Warranty Deed. If the applicant is not the property owner, then written authorization from the property owner must be included.)

NOTICE TO APPLICANT

The following application must be completed (incomplete applications will be returned to the petitioner) and filed with the Township at least four (4) weeks prior to a scheduled Planning Commission meeting in order to initiate a request for Rezoning Approval. Regular meetings of the Planning Commission are held on the first and third Wednesday of each month at 7:00 p.m. at the Orion Township Hall, 2525 Joslyn Road, Lake Orion.

Date January 14, 2021 Project Name LAND A GROUP

Applicants Name ANTHONY BATTAGLIA

Applicants Address 2700 W. GUNN ROAD

City ROCHESTER State MICHIGAN Zip Code 48306

Phone# 248-977-0985 Fax # E-Mail ACCESSOAURIELLE53@gmail.com

Property Owner Name PETAR NIKPRELIC

Property Owner Address 5426 S. SCARBOROUGH, SHELBY TWP. MICHIGAN 48316

Phone# 248-760-2439 Fax # E-Mail CHUCKGTMOSTER@BRE.COM

Please attach an additional sheet, if there are two or more property owners.

Name of Firm/Individual who Prepared the plan FAUDIE ARCHITECTURE (DAVID BRINKMEIER)

Address 2402 24th St. EVERGREEN ROAD SUITE 123, SOUTHLANDS 11 48077

Phone# 734-625-2871 Fax # E-Mail DBRINKMEIER@FAUDIEARCHITECTURE.COM

*Please Indicate Above The Contact Person For The Proposed Rezoning*

Location/Property Description: Location or Address of the Property 512 EAST SILVER BELL, LAKE ORION 48360

Side of Street BALDOUR MOUNTAIN Nearest Cross Streets: SQUIRREL
Stdwell Number(s) 0935200-023  Total Acreage 2.34
Subdivision Name (if applicable) __

Frontage (in feet) 240'  Depth (in feet) 364'
*Please Attach to the Application a Complete Legal Description of the Subject Property

Current Zoning Classification:
Subject Property  SINGLE FAMILY

Adjacent Properties:
North  SINGLE FAMILY  South  RECREATIONAL
East  SINGLE FAMILY/CHURCH  West  RECREATIONAL

Requested Zoning Classification:
Subject Property  OP

Existing Use of Property  ABANDON HOME

Proposed Use of Property  PROFESSIONAL BUILDING

Statement of Purpose: On a separate sheet of paper attach to the application the reasons why: 1. the rezoning is necessary for the preservation and enjoyment of the rights of usage commonly associated with property ownership; 2. the existing zoning classification is no longer appropriate, and, 3. the rezoning will not be detrimental to surrounding properties.

Offer of Conditions: On a separate sheet of paper please indicate the conditions that the owner of land is voluntarily offering in relationship to the use and/or development of land for which the rezoning is requested. At minimum, a preliminary Site Plan must be included with the offer of conditions if the proposed use would require Site Plan approval under the Township Zoning Ordinance.

***6 Sets Of The Plot Plan, The Rezoning Application, And Preliminary Site Plan Prepared In Accordance With The Orion Township Zoning Ordinance #78, Section 30.05 And One 8x11 Map Showing The Subject Area, Acreage, Current And Proposed Zoning Designations Are Required When Submitting For A Rezoning Request. All Applicable Fees Must Also Be Included As Part of The Rezoning Request. Please See Ordinance #41 For The Planning Commission Review Fees***

I hereby submit this application for Rezoning, pursuant to the provisions of the Orion Township Zoning Ordinance, Ordinance #78, Section 30.05 and any other applicable Township Ordinance requirements. In support of this Conditional Rezoning application, I hereby certify that the information provided herein is accurate in all respects contained in the application that has been provided. As the property owner (or having been granted permission to represent the owner as to this application) and on behalf of all owners of this property, I hereby grant the Planning Commission members and Township Building Department staff permission to perform a site walk on the property, without prior notification, as is deemed necessary.

Signature of Applicant

Date 1-14-2021
Second property owner:

Anton Jancaj

4439 Boxwood Ct, Oakland Twp, Michigan 48306

(248) 760-2439

chuck.ginster@cbre.com
**Statement of Purpose:**

List reasons why the rezoning is necessary for the preservation and enjoyment of the rights of usage commonly associated with property ownership:

The intention is to design a one story Professional building on the site. The surrounding area is sprinkled with a variety of zones, including OP. Rezoning to OP would be consistent with the surrounding areas. The land just to the east, although listed as Single Family Residential (R1), holds a church which ensures minimal business traffic.
List why the existing zoning classification is no longer appropriate:

The Surrounding area has homes, condos and subdivisions. The size of the land in question is too small to build a couple homes to add to the many in Lake Orion. The parcel in question is unpractical to build one house. Due to the lack of appeal and limited options under the current zoning, we believe that is why the property has been sitting empty for a long time.
List why the rezoning will not be detrimental to surrounding properties:

With the current zone request, no only would it be consistent with variety of options already on Silverbell Road, it would also cause no detrimental problems with the surrounding area. The traffic would be no greater than the church flow, or cause any residential concerns due to the distance to the housing areas from site. And the properties to the south and west are currently recreational. The intentions is to build a low roof line building, have the parking in the back so you don’t see when driving down Silverbell Road and ensure the style blends in with the surrounding natural areas.
Offer of Condition:

Indicate the conditions that the owner of land is voluntarily offering in relationship to the use and/or development of land for which the rezoning is requested. At minimum, a preliminary Site Plan must be included with the offer of conditions if the proposed use would require Site Plan approval under the Township Zoning Ordinance:

Currently under the OP listing you have 16 options and we are narrowing it down to 10 AND you have 18 Special use options and we aren’t striving for any of them. This would avoid overnight activity with extended hours, another church, another private club, another assisted living and another planned development. The neighbors wouldn’t have a two story structure to view.
The requested uses would avoid outdoor activity noises. The building will be situated where you just view the front of the building where the landscaping will be. Parking lot is purposely place in the rear. The following is the conditions we would put in place. We would limit our request to the following:

1) Professional and medical offices (No overnight patients)
2) Medical or dental laboratories
3) Data processing and computer centers
4) Schools/Studios for music, dance, business or trade
5) Public service and government facilities
6) Financial and insurance service (Banks, credit unions—with or without drive-thru)
7) Real estate/property management services
8) Travel/ticket agencies
9) Pharmacies (incidental to primary use)
10) Medical supply stores (incidental to primary use)
Section 9.00 – Preamble (revised 02.01.16)

The Office and Professional District is intended to provide locations of the office-type professional and administrative services necessary for the normal conduct of a community’s activities. This district is also intended to provide locations, when located a considerable distance from residential properties, where activities of a testing, research, prototype planning or development, or a similar nature are permitted. Additionally, this District is intended to provide locations for light assembly as a special land use permit, where provided in conjunction with research and development activities. Community service activities such as training centers, meeting halls, and health clinics are also allowed.

Office and Professional Districts are specifically designed to prohibit retail establishments, manufacturing or industrial activities other than light assembly, and other business activities that generate heavy traffic or constant visits of the general public. However, a limited range of convenience retail and service businesses are permitted within the Office and Professional District for the benefit of workers and visitors within the district. Any such commercial uses should be designed to complement the predominant office and research and development uses within the district.

All activities in the Office and Professional District must take place in a completely enclosed building in a well-landscaped setting. To protect the health, welfare, and safety of the community, the uses permitted in this district are not allowed to generate high noise levels or to use, store, or produce any toxic or hazardous substances. These districts shall have direct access onto an existing or proposed collector or major thoroughfare.

Section 9.01 – Use Matrix (added 02.01.16, amended 07.16.18)

Uses Permitted by Right shall be permitted subject to the standards and requirements set forth herein. Special Uses shall be permitted subject to the standards and requirements set forth herein and subject to the standards and approval requirements as provided for in Section 30.02. Accessory Uses shall be permitted subject to the standards and requirements set forth herein and in Section 27.02. The Planning Commission may allow uses of a similar nature to those listed below, in accordance with Section 27.02.E., provided that such uses will not create adverse impacts to surrounding areas. (added 07.16.18)

<table>
<thead>
<tr>
<th>LAND USE (amended 07.16.18)</th>
<th>Zoning District</th>
<th>Footnotes</th>
</tr>
</thead>
<tbody>
<tr>
<td>P = Permitted by Right</td>
<td>OP</td>
<td></td>
</tr>
<tr>
<td>S = Special Use</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S* = Special Use permitted within Lapeer Road Overlay District</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional and medical offices (no overnight patients)</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Emergency or extended hour medical clinics</td>
<td>S</td>
<td>A</td>
</tr>
<tr>
<td>Hospitals</td>
<td>S</td>
<td>A</td>
</tr>
<tr>
<td>Veterinary clinics and hospitals (no overnight boarding)</td>
<td>P</td>
<td>B</td>
</tr>
<tr>
<td>Extended hour veterinary clinics and hospitals</td>
<td>S</td>
<td>C</td>
</tr>
<tr>
<td>Mortuary establishments</td>
<td>S</td>
<td>D</td>
</tr>
<tr>
<td>Industrial, Research and Technology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pilot research and design centers</td>
<td>P, S</td>
<td>E</td>
</tr>
<tr>
<td>Medical or dental laboratories</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Data processing and computer centers</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Light assembly</td>
<td>S</td>
<td>F</td>
</tr>
<tr>
<td>Mini-storage and warehousing</td>
<td>S*</td>
<td>J</td>
</tr>
<tr>
<td>Civic and Institutional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Day care centers and preschools</td>
<td>S</td>
<td>G</td>
</tr>
<tr>
<td>Schools/Studios for music, dance, business or trade</td>
<td>P</td>
<td></td>
</tr>
</tbody>
</table>

Revised 07/26/18

Charter Township of Orion Zoning Ordinance 78
Page 9 - 1
### Article IX
Office & Professional District (OP)

#### LAND USE
(Amended 07.26.18)

<table>
<thead>
<tr>
<th>P = Permitted by Right</th>
<th>S = Special Use permitted within Lapeer Road Overlay District</th>
<th>Zoning District</th>
<th>Footnotes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public service and government facilities</td>
<td></td>
<td>OP</td>
<td></td>
</tr>
<tr>
<td>Private clubs, fraternal organizations, and lodge halls</td>
<td></td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Churches</td>
<td>S*</td>
<td>J</td>
<td></td>
</tr>
</tbody>
</table>

#### Retail and Service

**Automobile-Related Uses**

- Automotive retail and service facilities: S* J
- Automotive repair, paint and body shop, collision shop: S* J
- Automotive dealership, repair, service center, and used car facilities: S* J
- Equipment repair and sales: S* J

**Eating and Drinking Establishments**

- Restaurants, including drive-through restaurants: S* J

**General Retail**

- Retail and Service uses incidental to the primary office/research and development uses: S
- Showrooms for retail activities associated with fabrication, assembly processing, or wholesaling: S* J

**General Service**

- Financial and insurance service (banks, credit unions - with or without drive-thru): P
- Real estate/property management services: P
- Travel/ticket agencies: P
- Pet grooming/daycare: P B
- Hotels/Motels: S* J

#### Residential

- Assisted living facilities: S J

#### Accessory Land Uses

- Accessory buildings and accessory uses customarily incidental to the permitted uses in this section, in accordance with Section 27.02: P

#### Other Uses

- Planned Unit Development, subject to the standards and approval requirements of Section 30.03: P

#### Prohibited Uses

- Outdoor storage of materials, supplies, vehicles, equipment, or similar items

## Section 9.02 – Footnotes to the Use Matrix
(added 02.01.16)

A. General hospitals and extended hour medical facilities, when the following conditions are met. However, hospitals for criminals or those primarily intended for the treatment of persons who are mentally ill are not permitted. (amended 02.21.06)

1. Hospitals shall be constructed only on sites containing at least twenty (20) acres.

2. The site shall have at least one property line abutting a major thoroughfare of at least one hundred twenty (120) feet of right-of-way, existing or proposed. All ingress and egress to the off-street parking area for
EXHIBIT A

LEGAL DESCRIPTION

the following described premises situated in the Township of Orion, County of Oakland, State of Michigan, to wit:

Parcel 1
Land in the Township of Orion, County of Oakland, State of Michigan, to wit: Commencing at the Northeast corner of Section 35, Town 4 North, Range 10 East, thence running West along the North line of Section 35, 137.5 feet; thence South 3 degrees 30 minutes East 69.50 feet; thence East 136.60 feet to the center of the highway; thence North 12 degrees 31 minutes West along the center of the highway to the place of beginning.

Parcel 2
Commencing at a point on the North line of Section 35, 137.50 feet West of the Northeast corner of Section 35, Town 4 North, Range 10 East; thence running West along the said North line of said Section 35, 112.50 feet; thence South 254.65 feet; thence East 313.00 feet; thence North 12 degrees 30 minutes West along the center of highway 273 feet; thence West 136.60 feet; thence North 3 degrees 29 minutes West 69.50 feet to the place of beginning.

NOW DESCRIBED AS:
Part of the Northwest 1/4 of Section 36, and part of the Northeast 1/4 of Section 36, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan. Being more particularly described as beginning at the Northeast corner of said Section 36, also the Northwest corner of said Section 36; thence proceeding South 11 degrees 51 minutes 00 seconds East 363.75 feet along the center line of Cold Mountain Road variable width (so called) to a point; thence North 89 degrees 56 minutes 36 seconds, 30 seconds West 323.40 feet to a point; thence North 00 degrees 06 minutes 30 seconds West 254.60 feet to a point on the North line of said Section 35; thence North 00 degrees 00 minutes 00 seconds East 250.00 feet along the North line of said Section 35 to the Point of Beginning.
YELLOW = SINGLE FAMILY
GREEN = RECREATIONAL
LIGHT TEAL = SPECIAL CIRCUMSTANCES
TEAL = OP
NAVY = PLANNED UNIT
SITE PLAN
Address: 512 E Silverbell Rd
City, State, ZIP: Lake Orion, MI 48360
Country: USA
Scale 1":40'

E Silverbell Rd

Grass

Property line 249'

148'

70'

70'

126'

50'

118'

24'

70'

Structure

Concrete driveway

Grass

Property line

Bald Mountain Rd

356'

Property line

364'

324'

Grass

248'

200'

32'

32'

140'

Property line

512

House

Received
JAN 19 2021
Orion Township Planning & Zoning
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.

**Parking Calculation Waiver (Ord. No 78, Section 16.03,C)**

*Motion 1:* I move that the Planning Commission approve/deny a parking calculation waiver for PC-2019-04, Orion Storage Site Plan, located at 1761 W. Clarkston Rd. (parcel 09-19-226-001) for plans date stamped received 01/27/2021, based on the following: (motion maker insert findings of facts)

a. The applicant did/did not provide evidence that indicates that another standard would be more reasonable, because of the level of current or future employment and/or the level of current or future customer traffic (insert how they did or didn’t demonstrate).

b. (motion maker to insert any additional findings of facts).

**Landscaping Waiver (Ord. No. 78, Section 27.05,A,3)**

*Motion 2:* I move to approve/deny a waiver of the general landscape requirements within the greenbelt area for PC-2019-04, Orion Storage Site Plan, located at 1761 W. Clarkston Rd. (parcel 09-19-226-001) for plans date stamped received 01/27/2021, based on the following: (motion maker insert findings of facts)

a. That in consideration of the overall design and impact of the landscape plan the applicant did/did not prove that the proposed landscape is in keeping with the intent of the Ordinance, and specifically with the intent of section 27.05

**Site Plan (Ord. No. 78, Section 30.01)**

*Motion 3:* I move that the Planning Commission grants site plan approval for PC-2019-04, Orion Storage Site Plan, located at 1761 W. Clarkston Rd. (parcel 09-19-226-001) for plans date stamped received 01/27/2021 based on the following findings of facts (motion make to insert findings of facts).

This approval is based on the following conditions:

a. Approval of the rezone of the 40’ strip on the west side from Suburban Farms
(SF) to Limited Industrial (LI) and approval of Boundary adjustment adding the 40’ strip to parcel 09-19-226-001.

b. (Motion maker to list any unresolved issues related to the Township Planner’s review letter).

c. (Motion maker to list any unresolved issues related to the Township Engineer’s review letter).

d. (Motion maker to list any unresolved issues related to the Fire Marshall’s review letter)

e. (Motion maker to list any additional conditions).

Or

I move that the Planning Commission **denies** site plan approval for PC-2019-04, Orion Storage Site Plan, located at 1761 W. Clarkston Rd. (parcel 09-19-226-001) for plans date stamped received 01/27/2021. 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-2019-04, Orion Storage Site Plan, located at 1761 W. Clarkston Rd. (parcel 09-19-226-001) for plans date stamped received 01/27/2021 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). Postponement to Planning Commission meeting date or within noted number of days: ____________________________
February 10, 2021

Charter Township of Orion
Planning Commission
2424 Joslyn Road
Lake Orion, MI 48360

Site Plan Review #1
Orion Storage

Case No: PC-2019-04
Site: 1751 W. Clarkston Road (east of Joslyn Road)
Applicant: Thomas C. Reed, Orion Investment Group, LLC
Plan Date: 1/27/2021
Zoning: LI (Limited Industrial)
Parcel ID: 09-16-226-001

Dear Planning Commissioners:

We have completed a review of the application and site plan referenced above and a summary of our findings are below. Items in bold require specific action. Items in italics can be addressed administratively.
SUMMARY OF REVIEW

1. **Zoning.** A 40-foot wide (along Clarkston Rd) strip of property runs the depth of the west boundary of the site that is currently zoned SF, Suburban Farms. As “mini-storage and warehousing” is not a permitted use in the SF district, site plan consideration of any industrial improvements within this west strip area should be postponed until LI zoning is in place that would allow this use.

2. **Setback Variance.** The proposed side yard setbacks of 5 feet for the east property line and 12.48 feet for the west property line are less than the district’s requirement of 25 feet. This is also impacted by the SF zoning, which needs to be resolved.

3. **Lot Coverage.** A calculation of lot coverage was not provided. An estimate, based on the square footages given, is approximately 67% lot coverage. A variance or site plan revision may be required once determined.

4. **Parking Area & Driveways Setback.** The proposed parking lot is 5 feet from the east property line. A variance, waiver request or plan modification is required.

5. **Greenbelts.** Due to the reduced setbacks, the width of greenbelts is insufficient along the side property lines. A waiver may be sought for this ordinance requirement or the applicant can do a plan revision to address this issue.

6. **Off-Street Parking.** The applicant must provide a parking analysis for the proposed development. Based on the information provided, the estimated off-street parking requirement is approximately 58 spaces. 8 parking spaces are proposed to meet this requirement: a deficiency of 50 spaces, or 86%. The Planning Commission may modify the numerical requirements for off-street parking, based on evidence provided by the applicant that indicates another standard would be more reasonable. Address ADA spaces with any changes to parking.

7. **Loading and Unloading.** Limited Industrial Districts require areas designated for loading. This multiple-building storage facility should lay out loading areas according to the requirements of the ordinance.

8. **Lighting.** The proposed lighting fixtures comply with the non-residential ordinance standards of 27.11.

9. **Fencing.** A 6’ tall, decorative, aluminum security fence is proposed at the front of the development and chain link fence segments will link the storage buildings around the perimeter of the site. The detention basin at the rear of the property will be fenced with a 6’ tall chain link fence.

10. **Outdoor Storage.** Outdoor storage is not shown to be included in the proposed development.

Project Summary

The applicant requests site plan approval to construct five self-storage facilities and one office facility on the property located at 1761 W. Clarkston Road, east of Joslyn Road. The applicant is under contract to purchase a 40-foot strip of undeveloped land along the entire west property line which is owned by Lake Orion Community Schools. This 40’ strip is included within the site plan boundary. Patrons will access the site from Clarkston Road but may only access the fenced storage buildings through a security gate. The exterior of the proposed buildings will consist of wall-mounted lighting and the perimeter of the development will include landscaping for additional screening from adjacent properties.
**Existing Conditions**

1. **Existing site.** The subject site consists of 3.02 acres and is identified as "Lot 35 of Supervisor's Plat of Randell Beach Park Addition". The site is bound by Clarkston Road to the north, the Polly Ann Trailway to the east, and Orion Oaks Elementary School to the west and south. The site is currently used as a landscape and outdoor storage company which are permitted uses within the LI District.
2. **Zoning.** The majority of the site is zoned LI, Limited Industrial. The LI district includes “mini-storage and warehousing” as a permitted use by right. Therefore, the proposed industrial improvements associated with this use on the main portion of the site zoned LI would be permitted with site plan approval. A 40-foot wide (along Clarkston Rd) strip of property runs the depth of the west boundary of the site that is currently zoned SF, Suburban Farms (light yellow). As “mini-storage and warehousing” is not a permitted use in the SF district, site plan consideration of any industrial improvements within this west strip area should be postponed until LI zoning is in place that would allow this use. If the rezoning is not approved, it will impact the site plan and required setbacks from the SF 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>LI – Limited Industrial</td>
<td>The Complete Companies Automation</td>
</tr>
<tr>
<td>South</td>
<td>SF – Suburban Farms Residential</td>
<td>Lake Orion Community Schools</td>
</tr>
<tr>
<td>East</td>
<td>REC-2 – Recreation 2</td>
<td>Polly Ann Trailway</td>
</tr>
<tr>
<td>West</td>
<td>SF – Suburban Farms Residential</td>
<td>Lake Orion Community Schools</td>
</tr>
</tbody>
</table>
Zoning Ordinance Compliance
All proposed development and construction within the Limited Industrial Zoning District shall comply with the following standards:

4. **LI District Area and Bulk Requirements.**

<table>
<thead>
<tr>
<th>Standard</th>
<th>Requirement</th>
<th>Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Parcel Size</td>
<td>2 acres</td>
<td>3.02 acres – Met</td>
</tr>
<tr>
<td>Front Yard Setback</td>
<td>50 ft</td>
<td>73 ft – Met</td>
</tr>
<tr>
<td>Rear Yard Setback</td>
<td>25 ft</td>
<td>Met</td>
</tr>
<tr>
<td>Side Yard Setback</td>
<td>25 ft each side</td>
<td>5.00 ft (east); 12.48 ft (west)\ Variance Needed</td>
</tr>
<tr>
<td>Maximum Lot Coverage</td>
<td>30%</td>
<td>67% estimated – Not Met</td>
</tr>
<tr>
<td>Maximum Height of All Structures</td>
<td>40 ft</td>
<td>Office building: 15 ft – Met</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Storage buildings: Not Provided</td>
</tr>
<tr>
<td>Minimum Clear Space Around Structures</td>
<td>25 ft</td>
<td>Defer to Fire Dept. Review</td>
</tr>
<tr>
<td>Parking &amp; Driveways Setback</td>
<td>20 ft</td>
<td>5.00 ft (east of parking lot) \ Variance/Waiver Needed</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</td>
<td>Approx. 58 spaces \ (1 spc / 1,000 sf GFA)</td>
<td>8 spaces – Not met (see #5) \ Waiver may be considered</td>
</tr>
</tbody>
</table>

5. **Off-street Parking.**

a. Parking requirements shall be based upon the following schedule, except as modified for a specific use within Section 15.02 (amended 08.06.07):

i. One (1) parking space per one thousand (1,000) square feet of gross floor area or one (1) space per employee, whichever is greater. The Conceptual Site Plan on Sheet C1.0 states seven (7) off-street parking spaces and one (1) ADA space will be provided. The applicant should identify square footages for all proposed structures and provide a calculation that determines the number of required parking spaces for the proposed use. Based on the dimensions of the buildings given on the site plan, a rough estimate of the number of parking spaces required is 58 spaces \(1 / 1,000 \text{ sq ft GFA} = .001 \times 57,500 \text{ sq ft}\). This results in a parking deficit of 50 spaces, or 87%.

ii. One (1) additional parking space shall be added for every four (4) required spaces for facilities which operate more than one employee shift. Within the parking analysis, the applicant should provide a statement addressing this requirement and include the additional number of parking spaces required and provided, if this subsection applies.

b. The Planning Commission may, at their discretion, modify the numerical requirements for off-street parking, based on evidence provided by the applicant that indicates that another standard would be more reasonable, because of the level of current or future employment and/or the level of current or future customer traffic. (amended 01.30.86) We agree that this use typically does not generate the same parking demand as a traditional industrial use, but additional information should be provided to the Planning Commission with appropriate documentation that supports a reduced parking requirement.

c. No parking area or driveway shall be closer than twenty (20) feet to the adjacent property line. However, if the parcel in question abuts a residentially used or zoned parcel, then no parking area or driveway shall be closer than fifty (50) feet to the adjacent property line. (amended 06.15.89) The proposed surface parking spaces are located in the front yard, on the northeast side of the
development. The parking lots are setback 27’ from the Clarkston Road right-of-way line but are only 5’ from the east property line. The east property line is adjacent to a land parcel identified as “Grand Trunk Railroad” on the site plan, which is currently used as the Polly Ann Trailway.

d. The required setback for parking may be reduced in width or waived by the Planning Commission when the parcel abuts commercial/office, or industrial zoned property, and when existing off-street parking, drives, and/or structures are located within the setback area. (amended 09.16.93) The Planning Commission may consider waiving the setback requirement for the surface parking shown along the east property line or ask the applicant to revise the site plan so it is conforming. The adjacent property consists of recreational open space as a component of the Polly Ann Trailway facility. A north-south overhead power line blanket easement creates an additional buffering between the site and the active pathway and its amenities.

Section 27.04.A – Parking and Loading Regulations

e. 1.D. Submission of Plot Plan. No off-street parking facilities shall be constructed unless a building permit is first obtained from the Building Department. Any application for a building permit shall include a plot plan showing any off-street parking facilities proposed in accordance with the provisions of this Ordinance. Calculations for required parking shall be submitted on the plot plan or site plan and shall indicate the proposed use, building square footage and required number of parking spaces. Whenever a site plan is required in accordance with the provisions of Section 30.01, said site plan shall meet the requirements of this section. (amended 11.14.85, 08.06.07) The applicant should provide a parking analysis that both demonstrates the ordinance-required parking as well as an analysis, with supporting documentation, identifying the amount of parking suitable for the proposed facility, if less spaces than the ordinance requires are proposed.

f. Location. Off-street parking for other than residential uses shall be either on the same lot, or within three hundred (300) feet of the building or use it is intended to serve, if said spaces and uses are located in the same zoning district or zoned Parking District measured from the nearest point of the building or use and the nearest point of the off-street parking lot. The applicant should dimension the distance from all provided parking spaces to each building on the site plan in order to address this requirement.

g. Access. Except on lots accommodating single-family dwellings, each off-street parking space shall open directly onto an aisle or driveway of sufficient width and design as to provide safe and efficient means of vehicular access. All off-street parking facilities shall be designed with appropriate means of vehicular access to a street or alley in a manner which will least interfere with traffic movement. Backing directly onto a street shall be prohibited. Ingress and egress to an off-street parking area lying in the area zoned for other than residential use shall not be across land zoned for residential use.

h. Collective Use of Off-Street Parking. Off-street parking space for separate buildings or uses may be provided collectively. If parking facilities for separate buildings or uses are provided collectively, the total number of spaces so provided shall not be less than the number which would be required if the spaces were provided separately. However, the Zoning Board of Appeals may reduce the total number of spaces provided collectively by up to twenty-five percent (25%) if such reduction is specifically approved as part of the required site plan approval process. Such approval shall be granted only on a showing that the parking demands of the two (2) uses do not overlap.

6. Loading and Unloading. All loading and unloading areas shall be in conformance with the requirements set forth in Section 27.04. The applicant should explain the loading and unloading operation and logistics of the proposed self-storage facility. All designated loading and unloading
areas should be shown, labeled, and dimensioned on the site plan in a manner that demonstrates compliance of the above-mentioned requirements as well as those specified below.

Section 27.04.B.3.C. Industrial Districts. Off-street loading facilities accessory to uses allowed in districts zoned for industrial uses shall be provided in accordance with the following minimum requirements:

a. For the uses listed hereunder, one (1) loading berth shall be provided for buildings containing three thousand five hundred (3,500) to twenty thousand (20,000) square feet of gross floor area.

b. For buildings containing twenty thousand (20,000) to forty thousand (40,000) square feet of gross floor area, two (2) loading berths shall be provided, plus one (1) additional loading berth for each additional forty thousand (40,000) square feet of gross floor area or fraction thereof.

i. Warehousing, storage, and wholesale establishments

7. Lighting. The proposed lighting fixtures comply with the non-residential ordinance standards of 27.11.

8. Fencing. Fences required for screening purposes shall be a minimum of six (6) feet in height, and shall be constructed of redwood, cedar, or No. 1 pressure-treated wood, vinyl or other materials approved by the Planning Commission or Building Official, with posts sunk into the ground at least three (3) feet. Chain link fences shall not be permitted for screening purposes.

viii. Barbed Wire Prohibited. Barbed wire, spikes, nails, or any other sharp-pointed intrusions shall be prohibited on top or on the sides of any fence, wall, or protective barrier, except that barbed wire cradles consisting of no more than three (3) strands of wire may be placed on top of fences enclosing public utility buildings. A 6’ high, aluminum, ornamental fence is proposed parallel to the front property line, between the office and storage buildings in the rear. The fence will include separate 6’ tall vehicular and pedestrian gates adjacent to the office building. A 6’ tall chain link fence, with gate, is proposed around the detention basin at the rear of the property. Small segments of chain link fencing is also shown between the storage buildings near the periphery of the site.

9. Outdoor Storage (§27.19). Outdoor storage is not shown to be included on the site plan.

10. Safety Paths. Required pathways for pedestrian and bicycle use shall be constructed in conformance with the following specifications:

a. Location and Width. Required pathways shall be eight feet in width and shall be located in the road right-of-way, with a setback of one (1) foot from the property line. The Planning Commission may modify this requirement in consideration for the location of utilities, existing landscaping, or other site improvements. The existing safety path along Clarkston Road is shown to be located within the boundaries of the subject property. A pedestrian access easement may be required. The width should be called out on the site and landscape plans. We defer to the Township Engineer on compliance with Ordinance No. 97.

b. Design Standards. Required pathways shall be constructed of asphalt or concrete in accordance with adopted engineering standards for the Township. Applicant should demonstrate compliance upon permitting and inspection.

c. Alignment with Adjacent Pathways. Required pathways shall be aligned horizontally and vertically with existing pathways or sidewalks on adjacent properties. The Planning Commission may waive this requirement if existing adjacent pathways or sidewalks are not constructed in conformance with the standards set forth herein. The existing safety path ties into the Poly Ann Trail at the subject site. Additionally, a proposed connector of the Poly Ann Trail with the Paint
Creek Trail to the east, falls along the Clarkston Road corridor to the east. Trail access amenities, such as vehicle and bicycle parking, bicycle repair, maps, and resting facilities, underscore the importance of pathway connectivity at this specific site.

d. **Signage.** The Planning Commission may require installation of signage for the purposes of safety where it is necessary to separate vehicular traffic from pedestrian and bicycle traffic, or where it is necessary to alert vehicular traffic of the presence of the pathways.

e. **Maintenance.** The owner of the property which fronts on the required pathway shall be responsible for maintenance of the pathway, including patching cracked or deteriorated pavement and removal of glass and other debris. The site plan indicates the existing safety path will be replaced where needed.

Respectfully,

Giffels Webster

[Signatures]

Rod Arroyo, AICP  
Partner

Eric Pietsch  
Senior Planner
Landscaping Review #1
Orion Storage

Case No: PC-2019-04
Site: 1761 W. Clarkston Road (east of Joslyn Road)
Applicant: Thomas C. Reed, Orion Investment Group, LLC
Plan Date: 1/27/2021
Zoning: LI (Limited Industrial)
Parcel ID: 09-16-226-001

Dear Planning Commissioners:

We have completed a review of the application and site plan referenced above and a summary of our findings are below. Items in bold require specific action. Items in italics can be addressed administratively.

SUMMARY OF REVIEW

1. **Greenbelts.** Due to the reduced setbacks, the width of greenbelts is insufficient along the side property lines. A waiver may be sought for this ordinance requirement. The issue of SF zoning on the subject site will impact the compliance with this requirement (see Planning letter).

2. **Landscaping.** A tree survey is required to conduct a full review of the landscaping requirements. Address the lack of open space trees along the south property line. The Planning Commission may consider the shrubs planted in lieu of the required open space trees as a waiver.

3. **Tree and Woodland Protection.** The plans should confirm the number of trees being removed from, or adjacent to, the property. A Tree Removal Permit may be required for trees that meet the ordinance criteria. The plans should include a landscape analysis that indicates from where the nine (9) replacement trees are derived. The applicant should confirm there are no landmark trees affected by these requirements.

**Ordinance Compliance**

1. **16.03.D. Landscaping (LI District)**
   a. A landscape plan 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. A Landscape Plan is provided within the set of submitted plans. The general provisions of landscaping design standards follow number 5 below, however, a complete review of landscaping requirements cannot be completed at this time as a tree survey has not been
submitted, which is directly related to the amount of landscaping required for the development.

b. A landscaped greenbelt at least twenty (20) feet in width shall be provided along the entire perimeter of an LI District, except where ingress and egress drives are located, when the parcel abuts commercial/office or industrially zoned property. However, when the parcel abuts any residentially used or zoned property, the landscaped greenbelt shall be at least fifty (50) feet in width, except where ingress or egress drives are located. \textit{(amended 06.15.89)} This requirement is not met. First, there is SF-zoned property on the subject property. Second, if this strip is rezoned to LI, the site will still not comply with the greenbelt requirement. \textit{The site plan dimensions the off-street surface parking to be 27’ back from the property line along Clarkston Road which establishes the width of the greenbelt. Review of the Landscape Plan confirms the required landscape plantings within this area along the length of Clarkston Road.}

c. 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. \textit{The applicant should provide the required screening for the surface parking lot at the front of the property.}

d. 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. \textit{Applicant to comply.}

e. The landscaped greenbelt required along with the perimeter of the parcel may be reduced in width or waived by the Planning Commission when the parcel abuts commercial/office or industrially zoned property and when existing off-street parking, drives and/or structures are located within the setback area. The Planning Commission may, at their discretion, modify or waive certain landscaping. \textit{The adjoining property to the south and west is used as school, however, it is zoned as Suburban Farms Residential. The west property line is landscaped with the required trees but does not meet the required width. The south property line does not propose the required landscaping. The Landscape Plan shows existing natural brush to remain on the adjacent property in these areas.}

2. \textit{Section 27.05: General Provisions – Landscaping, Fences, and Walls}

a. \textit{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:

\textit{General Landscaping. \textit{(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.

ii. A mixture of evergreen and deciduous trees shall be planted at the rate of one (1) tree for each three thousand (3,000) square feet, or portion thereof, of landscaped open-space area. \textit{16 trees are required within the landscaped open space area; 8 trees are provided. Per the landscape plan, the remaining 8 open space trees are substituted with shrubs and ornamental grasses, as specified in Section 27.05.5(b)(4) pertaining to berms. The plans do not consist of a berm so the Commission may issue a landscape waiver against this requirement. The number of shrubs planted, in lieu of the required trees, is 75, which complies.}

iii. 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 (1) hose bib within one hundred (100) feet of all planted material to be maintained. \textit{Provide a Landscape Irrigation Plan.}
iv. 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.

v. 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. See number ii above.

3. 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 twenty (20) feet in width and minimally landscaped as follows and as illustrated in the following figure:

a. One (1) tree for each thirty (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. Complies

b. In addition, a hedge, wall, decorative metal fence, or berm, or other landscape elements with a vertical rise of at least thirty (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. If the developer decides to construct a masonry wall or decorative fence, he/she shall in addition plant one (1) shrub or vine for each ten (10) lineal feet of masonry wall on the street side of the wall. This standard is met.

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

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. 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. Applicant to comply.

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 site plan includes the visibility triangles and the applicant should demonstrate compliance of this requirement as part of the permitting and inspection process if approved.

4. 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. While the adjoining property to the south and west is zoned Suburban Farms Residential, the property is used as a school. The applicant has indicated that half of the open space tree requirement (16) will be shrubs in lieu of the required open space trees. 8 shrubs count for every tree (8 x 8 = 64) shrubs required; 75 provided. This ordinance requirement pertains to berms, so the Commission may consider a waiver to allow for fewer open space trees, as proposed by the applicant.

5. A.6. Interior Parking Lot Landscaping. Off-street parking areas shall be landscaped as follows:

a. Off-street parking areas containing greater than twenty (20) spaces shall be provided with at least twenty (20) square feet of interior landscaping per parking space. A minimum of one-third (1/3) 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 ten (10) feet, as illustrated on the following figure. Whenever possible, parking lot landscaping shall be arranged to improve the safety of pedestrian and vehicular traffic, guide traffic movement, and improve the appearance of the parking area. A parking analysis, once provided, may result in a parking requirement of more than 20 spaces. The applicant should address this landscaping standard if applicable.

b. A minimum of one (1) tree shall be planted per two hundred (200) square feet or fraction thereof of interior parking lot landscaping. At least fifty percent (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 thirty (30) inches to eight (8) feet. Applicant to verify compliance if applicable.

c. Interior parking lot landscaping islands shall be no less than ten (10) feet in any single dimension and no less than two hundred (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. Applicant to verify compliance if applicable.

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. Applicant to verify compliance if applicable.

g. 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.
6. **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: Required Plant Material Specifications. The following specifications shall apply to all plant material required by this section:

   a. Deciduous shade trees shall be a minimum of two (2) inches in caliper measured twelve (12) inches above grade with the first branch a minimum of four (4) feet above grade when planted. *The Plant Schedule indicates 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. *Applicant shall demonstrate compliance, where applicable.*

   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.

   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.

6. **16.03.N. Tree Preservation Regulations.** The tree permit requirements apply to developments in this District, according to the terms of Section 27.12. *(amended 08.03.00)*
Tree and Woodlands Protection

Section 27.12 – Tree and Woodlands Protection (amended 08.03.00)

C. Tree Removal Permit Required.

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". The applicant should provide additional detailed information pertaining to the number of trees being removed from the property and whether they require a removal permit. Explain the 9 replacement trees shown on the landscape plan.

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.

E.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.

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. The applicant should demonstrate compliance of the following requirements of the nine (9) replacement trees shown on the landscape plan.

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. The applicant should confirm there are no landmark trees affected by these requirements.

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.

Respectfully,

Giffels Webster

Rod Arroyo, AICP
Partner

Eric Pietsch
Senior Planner
February 5, 2021

Scott Reynolds, Planning Commission Chairperson
CHARTER TOWNSHIP OF ORION
2525 Joslyn Road
Lake Orion, MI 48360

RE: Orion Storage, PC 2019-04
Site Plan Review #2

Received: January 27, 2021 by Orion Township

Dear Mr. Reynolds:

We have completed our review of the Orion Storage plan set. The plans, dated January 20, 2021, were prepared by Sujak Engineering PLC 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 along south side of Clarkson Rd, east of Joslyn Rd. within the East ½ of Section 16 of the Charter Township of Orion. The east edge of the property is bounded by the Polly Ann Trail (Grand Trunk Western R.R.). The site is zoned Limited Industrial (LI) and bound by parcels to the west and south of the property zoned Suburban Farms (SF), and parcels to the north and east of the Polly Ann Trail property also zoned Limited Industrial (LI). Currently the site is occupied by a residential house, that fronts along Clarkson Rd. that serves as an office for a landscape business and a gravel lot utilized for outdoor RV and trailer storage. There is an existing overhead electric tower along the east property line. The easement for this overhead electric tower line is indicated as a blanket easement rather than prescribed width. Approval from ITC for the proposed improvements will be necessary during engineering. The revised plans include a proposed 40’ wide acquisition of the school property to the west for the entire length of the site.

The applicant is proposing to construct a mini-storage facility with 4-buildings (20 ft., 30ft, and 40 ft. wide by ~400 long) and a 400 square foot office. The developed site improvements will include sidewalks, concrete curb and gutter, paved parking lot and drive aisles, dumpster enclosure, storm sewer, detention pond, water main, septic system and retaining walls.

WATER MAIN AND SANITARY SEWER:
There is an existing 12” water main along the north side of Clarkson Rd. that was recently installed as part of the Clarkson Phase 1A Township water main extension. A 1” water service was provided as part of improvements to the south side of the road. The applicant should contact the DPS department for service lead tie down location. The plans indicate boring under Clarkson Rd. to extend 8” water main and three hydrants into the site from a tap connection along the north side of Clarkson Rd. A stub for future connection to the east is proposed at the south end of the site. The proposed dead-end stub was modeled within the existing Township water model to determine available fire flows and pressures. After modeling, it is apparent that the sites water main shall be looped with a second connection, to the 8” stub at Rhodes Dr., or to the recently constructed watermain in the Early Childhood
Center to achieve appropriate fire flows for an Industrial development. The current layout only yields an available fire flow of ~1900 gpm. This is just above typical requirements for residential developments. When looped we expect the available flows to be ~3100 gpm.

Currently, public sanitary sewer is not available to the site. There is an existing sanitary septic system on-site just west of the existing residence. The applicant is proposing to construct a new septic field further west to provide sanitary service to the office. The field locations will need to shift slightly west to avoid overlapping the watermain easement at engineering. Final approval from the Oakland County Health Department (OCHD) will be required for construction of the septic system.

**STORMWATER MANAGEMENT:**
The site generally drains southwesterly and a portion of the site drainage is collected in a shallow oval depression along the west edge of the property. There is a small amount of offsite drainage from the northeast that will be collected in a proposed bioswale. Preliminary site runoff coefficient and detention basin calculations were provided and appear adequate.

The site storm water is to be collected by catch basins. The storm drainage is conveyed through proposed storm sewer to outlet to the proposed detention pond. A mechanical pretreatment structure is proposed for storm water quality upstream of the detention pond. Proposed contours within the retention pond area and cross-section detail have been added to the plans. Properly designed retaining walls may be utilized, however they must meet Township Retaining Wall requirements at engineering. The location of a fence and access gates has been added to the plan.

**CIRCULATION AND PAVING:**
Access to the site is currently provided by a 35 ft wide gravel drive from Clarkston Rd. on the west edge of the site. The site plan proposes a paved access relocated toward the east side of the site frontage which will include deceleration and acceleration tapers. The proposed approach and tapers will require approval from the Road Commission for Oakland County (RCOC). Internal site circulation is provided with two-way drive aisles. The applicant has provided fire truck turning radii as outline reference. The site layout needs to be revised to accommodate the Township’s fire truck turning template. It appears there is still an issue near the first turn by the storage buildings.

Eight (8) individual parking spaces, including one ADA van accessible spot, are proposed adjacent to the proposed office building. All parking spaces are consistent with the Township’s off-street parking requirements (19 ft minimum depth and 9 ft. minimum width) and appear to be dimensioned to face of curb. All off-street parking areas are proposed to be curbed with concrete curb and gutter. Typical concrete curb and gutter and sidewalk cross-section details have been provided. An asphalt pavement cross-section has been provided, however, the Township requires asphalt pavement within light industrial zoning be a minimum of 6” thick over 8” min aggregate base. The cross section should be revised to clarify a total HMA thickness of 6” is being provided. A recreational pathway cross-section detail has been provided and appears adequate. Pavement slopes are to remain between 1% and 6% for drive areas, and between 1% and 4% for parking areas.

**GRADING:**
Existing contours are shown on the site plan and indicate that the site gradually slopes to the west and south. There is an existing shallow swale along the northwest edge of the property. Proposed pavement grades are indicated with spot grades with some proposed contours for landscape areas. It appears that proposed grading generally matches the existing drainage pattern with drainage directed more southerly toward the detention pond as the exception. Additional grades shall be provided within the parking lot and along the sidewalk at engineering. At engineering review wall calculations need to be provided for the proposed retaining walls, signed and sealed by a licensed professional engineer. Further, any walls over 30 inches high will require provisions for 42-inch-tall fence.
CONCLUSION:
In our opinion, the site plan as submitted is in substantial compliance with the Township’s ordinances and engineering standards. We ask that site plan approval be contingent upon the following:

1. The 40 ft of land from the adjoining parcel to the west be acquired, rezoning as necessary and be combined with the main parcel (Lot 35).
2. Revise the site layout to accommodate the Township’s fire truck turning template. It appears there is still an issue near the first turn by the storage buildings.
3. The site water main shall be looped with a second connection to either the 8” stub at Rhodes Dr. or the recently constructed Early Childhood Center to the west to achieve appropriate fire flows for an Industrial development.
4. The asphalt pavement cross-section shall be revised to clarify the overall HMA thickness is at least 6” thick over 8” min aggregate base for Light Industrial (LI) zoning.
5. The engineering plan, designed in accordance with Zoning Ordinance No. 78, Stormwater Management and Soil Erosion & Sedimentation Control Ordinance No. 139, and the Township’s Engineering Standards shall be submitted to the Township for review and approval prior to construction. A detailed cost estimate for the improvements shall be submitted with the plans signed and sealed by the design engineer.

The applicant should note the Township may require performance bonds, fees, and/or escrows for a preconstruction meeting and necessary inspections. Please feel free to contact us with any questions at (248) 751-3107 or mark.landis@ohm-advisors.com.

Sincerely,

OHM Advisors

Joe Lehman
Project Engineer

Mark Landis, PE
Project Manager

cc: Chris Barnett, Township Supervisor
    David Goodloe, 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 Basilekow, Water and Sewer Superintendent
    Ken Zmijewski, Orion Investment Group, LLC, 1761 W. Clarkston Rd, Lake Orion, MI 48366
    Sujak Engineering, PLC, 4039 Coolidge Hwy., Troy, MI 48098
To: Planning Commission/Planning & Zoning Director  
From: Jeff Williams, Fire Marshal  
Re: PC-2019-04, Orion Storage Site Plan  
Date: 02/04/2021

The Orion Township Fire Department has completed its review of Application PC-2019-04 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:

- The fire department has an area of concern in regards to the truck turning template overlay. It appears that the overlay cuts into the curbed sidewalk at the entry point to the gated storage area.
- Ground markings shall be provided on the pavement in front of each fire hydrant located in the fenced in storage area. These ground markings shall deter occupants from parking in front of the fire hydrants.
- The electric gate shall be listed in accordance with UL 325 and shall comply with the requirements of ASTM F2200.

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 at time of building permit application that includes data or documents, confirming full compliance with all applicable building codes, fire codes and Township Ordinances.

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
To: Tammy Girling  
   Planning & Zoning Director

From: Jeffery T. Stout  
   Director, Department of Public Services

Date: February 10, 2021

Re: PC-2019-04 Orion Storage Second Submittal

Dear Tammy,

After reviewing the above plan, which was submitted for my review, and discussing the above-mentioned project with our Township Engineering firm, we have no concerns or issues with the proposed project.

If you have any questions, please contact me.

Respectfully Submitted,

Jeffery T. Stout  
   Director
   Department of Public Services
February 15, 2019

The Charter Township of Orion
Attn: Tammy Girling
2525 Joslyn Road
Lake Orion, MI 48360

RE: R.C.O.C. PRELIMINARY PLAN REVIEW 19P0004
LOCATION: 1761 W CLARKSTON, ORION TOWNSHIP
PROJECT NAME: ORION MINI STORAGE

Dear Ms. Girling:

At your request, the Road Commission for Oakland County (RCOC) has completed a preliminary review for the above referenced project. Enclosed you will find one set of plans with our comments in red. All comments are for conceptual purpose only and should be incorporated into detailed construction plans. Below you will find a listing of the comments generated by the RCOC review:

A) The RCOC Master ROW Plan indicates a 60-foot wide half width ROW for Clarkston Rd. The existing ROW is shown to be 33-foot wide half width. Please contact Mike Smith, Right-of-Way Supervisor, at (248) 645-2000 to discuss dedicating the ROW or establishing a dedicated highway easement.

B) Any pedestrian facilities shall be constructed in accordance with current Americans with Disabilities Act (ADA) guidelines.

C) Drive approach should include a detail M curb line with concrete spillway to provide controlled drainage across the driveway. Also, should include appropriately sized culvert.

D) Pavement cross section shall consist of a minimum 2 inches of MDOT 4C HMA, over 3 inches of 3C, over 4 inches of 2C, or 9 inches of MDOT 35-P concrete, with epoxy coated rebar lane and curb ties over a suitable base, as determined in the field by RCOC.

E) Right of way shall be ditched/graded to provide positive roadside drainage across the property frontage.

F) Remove or relocate all fixed objects prior to excavation. Fixed objects shall be no nearer than 6 foot from back of curb, or 12 feet from lane line.

G) Excavations within a 1:1 influence of the roadway will require MDOT Class II backfill compacted to 95% maximum density.
Once the comments above are addressed, plans should be submitted to this office with completed RCOC permit application(s) Form 64a, signed by the owner (or his agent), three sets of plans (per application, 5 for signal permit) and the appropriate application fee(s).

All future correspondence related to the above referenced project will be sent to the address provided by the applicant. Separate applications will be required for:

a) Drive approach  
   b) Utility connections

Upon receipt of the appropriate application packet, RCOC will provide a more detailed review. Please contact this office at (248) 858-4835 if you have any questions, or if we may be of further assistance.

Respectfully,

[Signature]

Scott Sintkowski, P.E.  
Permit Engineer  
Department of Customer Services

SS/mac  
Enclosure

cc: Orion Investment Group LLC
Debra Walton

From: Donald Gross
Sent: Thursday, March 7, 2019 8:34 AM
To: Debra Walton; Joe St. Henry; Scott Reynolds
Subject: Re: Site walk location 3/6/19 at 5pm

SITE WALK - ORION MINI STORAGE 1761 CLARKSTON ROAD

Site walk was conducted on March 6, 2019. Commissioners Gross, Reynolds and St. Henry attended.

The site is located on south side of Clarkston Road east of Joslyn Road. It is zoned industrial and currently used as an outdoor storage facility with approximately 25 house trailers and boats in a fenced in yard. The existing house is an old red house used for a landscaping company and is in poor condition and scheduled to be torn down.

The property is bordered by Township school property on the west, the Poly Anna trail to the east, and industrial buildings on the north side of Clarkston Road.

The proposal is to clear the site and do mass grading to support the new development consisting of approximately 200 mini self storage units in three buildings. The site will enclosed with a fence for security with a key pad entrance for users. There will be a single access drive onto Clarkston Road.
There are no natural features on the site. A new retention basin will be installed on the south end of the property.

Respectfully submitted,
Donald Gross

Donald Gross, Planning Commissioner
Charter Township of Orion
2525 Joslyn Rd., Lake Orion MI 48360
dgross@oriontownship.org
http://www.oriontownship.org

From: Debra Walton
Sent: Thursday, February 28, 2019 12:10 PM
To: Joe St. Henry; Scott Reynolds; Donald Gross
Subject: Site walk location 3/6/19 at 5pm

At this time there will only be one site walk location on March 6th at 5pm for the self storage unit located at:

1761 W. Clarkston Rd.
Lake Orion, MI 48362
**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:** Orion Storage

**Name of Development if applicable:**

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORION INVESTMENT GROUP LLC</td>
<td>1761 W CLARKSTON RD</td>
<td>LAKE ORION</td>
<td>MI</td>
<td>48362</td>
</tr>
<tr>
<td>Email: <a href="mailto:Ken@landscape-gardens.com">Ken@landscape-gardens.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Owner(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>KENNETH ZMIJEWSKI</td>
</tr>
<tr>
<td>3681 CROUSE RD, ROCHESTER HILLS, MI 48309</td>
</tr>
<tr>
<td>Address: 4970 MENOMINEE LN</td>
</tr>
<tr>
<td>248-431-7098</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Email: <a href="mailto:Ken@landscape-gardens.com">Ken@landscape-gardens.com</a></td>
</tr>
</tbody>
</table>

*If the name on the deed does not match the name of the property owner on this application, documentation showing the individual is as the same as the company name must be provided.*

**Plan Preparation Firm/Person**

| Name: SUSAK ENGINEERING PLC |
| Address: 4020 COOLIDGE HWY | City: JIRO | State: MI | Zip: 48098 |
| Phone: 248-885-8431 | Cell: | Fax: 248-885-8433 |
| Email: susakengineering@comcast.net |

**Project Contact Person**

| Name: KENNETH ZMIJEWSKI |
| Address: 1761 W CLARKSTON RD | City: LAKE ORION | State: MI | Zip: 48362 |
| Email: Ken@landscape-gardens.com |
Sidwell Number(s): 09-16-226-001

Location or Address of Property: 1761 W. CLARKSON RD., LAKE ORION, MI 48362

Side of Street: SOUTH Nearest Intersection: CLARKSON + JOSLYN

Acreage: 3.07 Current Use of Property: Landscape Company, Outside Storage

Is the complete legal description printed on the site plan? [ ] Yes [ ] No (If no please attach the application)

Subject Property Zoning: LI Adjacent Zoning: N. LI S. SF E. SF W. LI

List any known variances needed (subject to change based on Township consultant's review) [ ] Covenants [ ] Setbacks on East / West side. Drive Miles less than 25' wide.

Give a detailed description of the proposed development, including the number and size of the buildings or units being proposed: Mini Storage, 3 Buildings 20'30'40' wide by 400'. 24' x 16' Office.

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.

<table>
<thead>
<tr>
<th>AT&amp;T 54 Mill St. Pontiac, MI 48342</th>
<th>Oakland County Water Resources One Public Dr. Waterford, MI 48328</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consumers Power Company 14500 Dixie Hwy. Holly, MI 48442</td>
<td>Oakland County Health Department Building 34 East 1200 N. Telegraph Rd. Pontiac, MI 48341</td>
</tr>
<tr>
<td>DTE Energy 37849 Interchange Dr. Farmington Hills, MI 48335</td>
<td>Road Commission of Oakland County (if applicable) 2420 Pontiac Lake Rd. Waterford, MI 48328</td>
</tr>
<tr>
<td>Michigan Department of Transportation (if applicable) 800 Vanguard Dr. Pontiac, MI 48341</td>
<td></td>
</tr>
</tbody>
</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 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: __________________________ Date: 1-30-19

Print Name: Thomas Reed

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 notice, as is deemed necessary.

Signature of Owner: __________________________ Date: 1-30-19

Print Name: Thomas Reed
White Space - 0
DESCRIPTION
The Prevail LED area, site luminaire combines optical performance, energy efficiency and long term reliability in an advanced, patent pending modern design. Utilizing the latest LED technology, the Prevail luminaire delivers unparalleled uniformity resulting in greater pole spacing. A versatile mount standard arm facilitates ease of installation for both retrofit and new installations. With energy savings greater than 62%, the Prevail fixture replaces 150-450W metal halide fixtures in general area lighting applications such as parking lots, walkways, roadways and building areas.

SPECIFICATION FEATURES

Construction
Construction is comprised of a heavy-duty, single-piece die-cast aluminum housing. The LED drivers are mounted in direct contact with the casting to promote low operating temperature and long life. The die-cast aluminum door is tethered to provide easy access to the driver if replacement is required. A one-piece silicone gasket seals the door to the fixture housing. The optics is mounted on a versatile, aluminum plate that dissipates heat from the LEDs resulting in longer life of the fixture. The fixture is IP66 and 3G vibration rated (ANSI C136.31) to ensure strength of construction and longevity in the selected application.

Optics
Precision molded, high efficiency optics are precisely designed to shape the distribution, maximizing efficiency and application spacing. Available in Type II, III, IV and V distributions with lumen packages ranging from 6,100 to 18,900 nominal lumens. Light engine configurations consist of 1 or 2 high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to 132,000 hours at 25°C) per IESNA TM-21. For the ultimate level of spill light control, an optional house side shield accessory can be field or factory installed.

Electrical
LED drivers are mounted to the fixture for optimal heat sinking and ease of maintenance. Thermal management incorporates both conduction and convection to transfer heat rapidly away from the LED source for optimal efficiency and light output. Class 1 electronic drivers have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Available in 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. 10kV/10 kA surge protection standard. 0-10V dimming driver is standard with leads external to the fixture. Suitable for ambient temperatures from -40°C to 40°C. Optional 50°C HA (high ambient) available. Standard NEMA 3-PIN twistlock photocontrol receptacle and NEMA 7-PIN twistlock photocontrol receptacles are available as options.

Mounting
Standard pole mount arm is bolted directly to the pole and the fixture slides onto the arm and locks in place with a bolt facilitating quick and easy installation. The versatile, patented, standard mount arm accommodates multiple drill patterns ranging from 1-1/2” to 4-7/8”. Removal of the door on the standard mounting arm enables wiring of the fixture without having to access the driver compartment. A knock-out on the standard mounting arm enables round pole mounting. Wall mount and mast arm mounting options are available. Mast arm adapter fits 2-3/8” O.D. tenon.

Finish
Housing and cast parts finished in five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Standard color is bronze. Additional colors available in white, grey, black, dark platinum and graphite metallic.

Warranty
Five-year warranty.

DIMENSIONS

- 2-3/4” [70mm]
- 13-15/16” [354mm]
- 26-13/16” [681mm]

RECEIVED
FEB 04 2019
Orion Township
Planning & Zoning

CERTIFICATION DATA
UL and cUL Wet Location Listed
IP66 Rated
3G Vibration Rated
ISO 9001
DesignLights Consortium Qualified*
Dark Sky Approved (5000K CCT and warmer only)

ENERGY DATA
Electronic LED Driver
0.9 Power Factor
<20% Total Harmonic Distortion
120-277V 50 and 60Hz
347V/60Hz, 480V/60Hz
-40°C Minimum Temperature Rating
+40°C Ambient Temperature Rating

EPA
Effective Projected Area (Sq. Ft.): 0.76

SHIPPING DATA
Approximate Net Weight: 20 lbs. (9.09 kgs.)

*www.designlights.org

TD5000106EN
November 28, 2018 12:10 PM

Lumark
Type
L1
Date

PREVAIL
LED
AREA / SITE / ROADWAY
LUMINAIRE
CONTROL OPTIONS

0-10V (0)
This fixture is offered standard with 0-10V dimming driver(s). The dimming option provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

Photocontrol (PER and PER7)
Photocontrol receptacles (PER and PER7) provide a flexible solution to enable "dusk-to-dawn" lighting by sensing light levels. Advanced control systems compatible with NEMA 7-pin standards can be utilized with the PER7 receptacle.

Dimming Occupancy Sensor (MSP/DIM-LXX, MSP/IX-LXX and MSP-LXX)
These sensors are factory installed in the luminaire housing. When the MSP/DIM-LXX sensor option is selected, the occupancy sensor is connected to a dimming driver and the entire luminaire dims when there is no activity detected. When activity is detected, the luminaire returns to full light output. The MSP/DIM sensor is factory preset to dim down to approximately 50 percent power with a time delay of five minutes. The MSP-LXX sensor is factory preset to turn the luminaire off after five minutes of no activity.

These occupancy sensors includes an integral photocell that can be activated with the ISHH-01 accessory for "dusk-to-dawn" control or daylight harvesting -- the factory preset is OFF. The ISHH-01 is a wireless tool utilized for changing the dimming level, time delay, sensitivity and other parameters. A variety of sensor lens are available to optimize the coverage pattern for mounting heights from 8'-30'.

LumaWatt Pro Wireless Control and Monitoring System (LWR-LW and LWR-LN)
The Eaton's LumaWatt Pro powered by Enlighted is a connected lighting solution that combines a broad selection of energy-efficient LED luminaires with a powerful integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes and collects valuable data about building performance and use. Software applications turn the granular data into information through energy dashboards and specialized apps that make it simple and help optimize the use of building resources, beyond lighting.

WaveLinx Wireless Outdoor Lighting Control Module (WOLC-1P 16A)
The 7-pin wireless outdoor lighting control module enables WaveLinx to control outdoor area, site and flood lighting. WaveLinx controls outdoor lighting using schedules to provide ON, OFF and dimming controls based on astronomic or time schedules based on a 7 day week.
### ORDERING INFORMATION

**Sample Number:** PRV-A25-D-UNV-T3-SA-BZ

<table>
<thead>
<tr>
<th>Product Family</th>
<th>Light Engine</th>
<th>Driver</th>
<th>Voltage</th>
<th>Distribution</th>
<th>Mounting</th>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRV=Preval</td>
<td>A15=1 LED 6,100 Nominal Lumens</td>
<td>D=Dimming (0-10V)</td>
<td>T4=Type IV</td>
<td>UNV=Universal (120-277V)</td>
<td>M=Mount Arm</td>
<td>B=Black</td>
</tr>
<tr>
<td>A25=5 LED 15,100 Nominal Lumens</td>
<td>480=60V</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A60=2 LED 18,900 Nominal Lumens</td>
<td>480=60V</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Options (Add as Suffix):**
- PRVMM-XX=Wall Mount Kit
- PRVMA-XX=Arm Mounting Kit
- PRVSA-XX=Standard Arm Mounting Kit
- HS/VERD=House Side Shield
- H=High Temperature
- L=D=Optics Left
- R=Optics Right
- S=H=House Side Shield

**NOTES:**
1. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to installation instructions IB500002EN and pole white paper WP513000EN for additional support information.
3. Standard 4900K CCT and 90 CRI.
4. Consult factory for newer screw position values.
5. For use with 4080 Wires or 3 wires. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Data, Three Phase High Leg Data, and Three Phase Grounder systems).
6. Different housing colors for the standard colors are available upon request.
7. Extended time may be required due to engineering analysis and to ensure system compatibility.
8. For use with Lyvo/Pro wireless systems as installed and requires network components UNV-3277V, VNR-1, and WLR-1 in appropriate quantities. See website for Lyvo/Pro application information.
9. Lyvo/Pro v3 and wireless systems are available with two years of warranty.
10. Not available in conjunction with TR-Plus lumen package at HA (High Ambient).
11. Not available with MSF or other features.
12. Requires 7-pin NEMA twistlock protection receptacle.
13. Option will come factory installed. Must order one per optic as an accessory. House Side Shield not available for TS distribution.

### STOCK ORDERING INFORMATION

**Stock Sample Number:** PRVS-A25-UNV-T3

<table>
<thead>
<tr>
<th>Product Family</th>
<th>Light Engine</th>
<th>Voltage</th>
<th>Distribution</th>
<th>Options (Add as Suffix)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRVS=Preval</td>
<td>A15=1 LED 6,100 Nominal Lumens</td>
<td>UNV=Universal (120-277V)</td>
<td>T3=Type III</td>
<td>MSP/DIM-L3=Integrated Sensor for Dimming Operation, Maximum 30' Mounting Height</td>
</tr>
<tr>
<td>A25=5 LED 15,100 Nominal Lumens</td>
<td>347=347V</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A60=2 LED 18,900 Nominal Lumens</td>
<td>480=60V</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** BRN=Bronze only. 4080=4080V 120-277V, standard mounting arm, standard non-lensed 120V 4080 and 0-10V dimming.
The patented Lumark Crosstour™ LED Wall Pack Series of luminaires provides an architectural style with super bright, energy efficient LEDs. The low-profile, rugged die-cast aluminum construction, universal back box, stainless steel hardware along with a sealed and gasketed optical compartment make the Crosstour impervious to contaminants. The Crosstour wall luminaire is ideal for wall/surface, inverted mount for façade/canopy illumination, post/bollard, site lighting, floodlight and low level pathway illumination including stairs. Typical applications include building entrances, multi-use facilities, apartment buildings, institutions, schools, stairways and loading docks test.

**SPECIFICATION FEATURES**

**Construction**

Slim, low-profile LED design with rugged one-piece, die-cast aluminum hinged removable door and back box. Matching housing styles incorporate both a small and medium design. The small housing is available in 12W, 18W and 26W. The medium housing is available in the 38W model. Patented secure lock hinge feature allows for safe and easy tool-less electrical connections with the supplied push-in connectors. Back box includes three half-inch, NPT threaded conduit entry points. The universal back box supports both the small and medium forms and mounts to standard 3-1/2” to 4” round and octagonal, 4” square, single gang and masonry junction boxes. Key hole gasket allows for adaptation to junction box or wall. External fin design extracts heat from the fixture surface. One-piece silicone gasket seals door and back box. Minimum 5” wide pole for site lighting application. Not recommended for car wash applications.

**Optical**

Silicone sealed optical LED chamber incorporates a custom engineered mirrored anodized reflector providing high-efficiency illumination. Optical assembly includes impact-resistant tempered glass and meets IESNA requirements for full cutoff compliance. Available in seven lumen packages; 5000K, 4000K and 3000K CCT.

**Electrical**

LED driver is mounted to the die-cast housing for optimal heat sinking. LED thermal management system incorporates both conduction and natural convection to transfer heat rapidly away from the LED source. 12W, 18W, 26W and 38W series operate in -40°C to 40°C [-40°F to 94°F]. High ambient 50°C models available. Crosstour luminaires maintain greater than 9% of initial light output after 72,000 hours of operation. Three half-inch NPT threaded conduit entry points allow for thru-branch wiring. Back box is an authorized electrical wiring compartment. Integral LED electronic driver incorporates surge protection. 120-277V 50/60Hz or 347V 60Hz models.

**Finish**

Crosstour is protected with a Super durable TGIC carbon bronze or summit white polyester powder coat paint. Super durable TGIC powder coat finish withstand extreme climate conditions while providing optimal color and gloss retention of the installed life.

**Warranty**

Five-year warranty.

**APPLICATIONS:**

- WALL / SURFACE
- POST / BOLLARD
- LOW LEVEL
- FLOODLIGHT
- INVERTED
- SITE LIGHTING

**CERTIFICATION DATA**

UL/ULC Wet Location Listed
LM79 / LM80 Compliant
ROHS Compliant
ADA Compliant
NOM Compliant Models
IP66 Ingress Protection Rated
Titus 24 Compliant
Design/Lights Consortium™ Qualified*

**TECHNICAL DATA**

40°C Maximum Ambient Temperature
External Supply Wiring 99°C Minimum

**EPA**

Effective Projected Area (Sq. Ft.):
XTOR12, XTOR22, XTOR32 = 0.34
XTOR48 = 0.45

**SHIPPING DATA:**

Approximate Net Weight:
3.7 – 3.29 lbs. (1.7 – 2.4 kgs.)

**TD514013EN**

*www.designlighst.org*
POWER AND LUMENS BY FIXTURE MODEL

<table>
<thead>
<tr>
<th>LED Information</th>
<th>XTOR1B</th>
<th>XTOR1B-W</th>
<th>XTOR1B-Y</th>
<th>XTOR2B</th>
<th>XTOR2B-W</th>
<th>XTOR2B-Y</th>
<th>XTOR3B</th>
<th>XTOR3B-W</th>
<th>XTOR3B-Y</th>
<th>XTOR4B</th>
<th>XTOR4B-W</th>
<th>XTOR4B-Y</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivered Lumens (Wall Mount)</td>
<td>1,418</td>
<td>1,396</td>
<td>1,327</td>
<td>2,135</td>
<td>2,103</td>
<td>1,997</td>
<td>2,751</td>
<td>2,710</td>
<td>2,576</td>
<td>4,269</td>
<td>4,205</td>
<td>3,595</td>
</tr>
<tr>
<td>Delivered Lumens (With Flood Accessory Kit)</td>
<td>1,065</td>
<td>960</td>
<td>940</td>
<td>1,485</td>
<td>1,472</td>
<td>1,399</td>
<td>2,099</td>
<td>2,068</td>
<td>1,965</td>
<td>3,188</td>
<td>3,121</td>
<td>2,985</td>
</tr>
<tr>
<td>B.U.G. Rating</td>
<td>B1-UC-G0</td>
<td>B1-UC-G0</td>
<td>B1-UC-G0</td>
<td>B1-UC-G0</td>
<td>B1-UC-G0</td>
<td>B1-UC-G0</td>
<td>B1-UC-G0</td>
<td>B1-UC-G0</td>
<td>B1-UC-G0</td>
<td>B2-UC-G0</td>
<td>B2-UC-G0</td>
<td>B2-UC-G0</td>
</tr>
<tr>
<td>CCT (Kelvin)</td>
<td>5,000</td>
<td>4,000</td>
<td>3,000</td>
<td>4,000</td>
<td>4,000</td>
<td>5,000</td>
<td>4,000</td>
<td>3,000</td>
<td>5,000</td>
<td>4,000</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td>CRI (Color Rendering Index)</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
</tr>
<tr>
<td>Power Consumption (Watts)</td>
<td>12W</td>
<td>12W</td>
<td>12W</td>
<td>18W</td>
<td>18W</td>
<td>18W</td>
<td>26W</td>
<td>26W</td>
<td>26W</td>
<td>38W</td>
<td>38W</td>
<td>38W</td>
</tr>
</tbody>
</table>

**NOTES:**
1. Includes shield and visor.
2. B.U.G. Rating does not apply to Floodlighting.

LUMEN MAINTENANCE

<table>
<thead>
<tr>
<th>Ambient Temperature</th>
<th>TM-21 Lumen Maintenance (72,000 Hours)</th>
<th>Theoretical L70 (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>XTOR1B Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25°C</td>
<td>&gt; 90%</td>
<td>255,000</td>
</tr>
<tr>
<td>40°C</td>
<td>&gt; 89%</td>
<td>234,000</td>
</tr>
<tr>
<td>50°C</td>
<td>&gt; 88%</td>
<td>215,700</td>
</tr>
<tr>
<td>XTOR2B Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25°C</td>
<td>&gt; 89%</td>
<td>240,000</td>
</tr>
<tr>
<td>40°C</td>
<td>&gt; 88%</td>
<td>212,000</td>
</tr>
<tr>
<td>50°C</td>
<td>&gt; 87%</td>
<td>196,700</td>
</tr>
<tr>
<td>XTOR3B Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25°C</td>
<td>&gt; 89%</td>
<td>240,000</td>
</tr>
<tr>
<td>40°C</td>
<td>&gt; 88%</td>
<td>212,000</td>
</tr>
<tr>
<td>50°C</td>
<td>&gt; 87%</td>
<td>196,000</td>
</tr>
<tr>
<td>XTOR4B Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25°C</td>
<td>&gt; 89%</td>
<td>222,000</td>
</tr>
<tr>
<td>40°C</td>
<td>&gt; 87%</td>
<td>196,000</td>
</tr>
<tr>
<td>50°C</td>
<td>&gt; 87%</td>
<td>184,000</td>
</tr>
</tbody>
</table>

CURRENT DRAW

<table>
<thead>
<tr>
<th>Voltage</th>
<th>XTOR1B</th>
<th>XTOR2B</th>
<th>XTOR3B</th>
<th>XTOR4B</th>
</tr>
</thead>
<tbody>
<tr>
<td>120V</td>
<td>0.103A</td>
<td>0.15A</td>
<td>0.22A</td>
<td>0.34A</td>
</tr>
<tr>
<td>208V</td>
<td>0.060A</td>
<td>0.09A</td>
<td>0.13A</td>
<td>0.17A</td>
</tr>
<tr>
<td>240V</td>
<td>0.053A</td>
<td>0.08A</td>
<td>0.11A</td>
<td>0.17A</td>
</tr>
<tr>
<td>277V</td>
<td>0.048A</td>
<td>0.07A</td>
<td>0.10A</td>
<td>0.15A</td>
</tr>
<tr>
<td>347V</td>
<td>0.039A</td>
<td>0.06A</td>
<td>0.082A</td>
<td>0.12A</td>
</tr>
</tbody>
</table>
## ORDERING INFORMATION

Sample Number: XTOR2B-W-WT-PC1

<table>
<thead>
<tr>
<th>Series</th>
<th>LED Kelvin Color</th>
<th>Housing Color</th>
<th>Options (Add as Suffix)</th>
<th>Accessories (Order Separately)</th>
</tr>
</thead>
<tbody>
<tr>
<td>XTOR1B-Small Door, 12W</td>
<td>(Blank)=Bright White</td>
<td>(Blank)=Carbon Bronze</td>
<td>FC1=Photocertrol 120V^2</td>
<td>W2/XTOR=Wire Guard^3</td>
</tr>
<tr>
<td>XTOR2B-Small Door, 18W</td>
<td>W=Neutral White, 4000K</td>
<td>WT=Summit White</td>
<td>FC2=Photocertrol 208-277V^3</td>
<td>XTORFLD-KNC=Knuckle Floodlight Kit^4</td>
</tr>
<tr>
<td>XTOR3B-Small Door, 26W</td>
<td>Y=Warm White, 3000K</td>
<td>BK=Black</td>
<td>347V=347V^4</td>
<td>XTORFLD-TRN=Trunnion Floodlight Kit^5</td>
</tr>
<tr>
<td>XTOR4B-Medium Door, 38W</td>
<td></td>
<td>BD=Bronze</td>
<td>HA=50°C High Ambient^6</td>
<td>XTORFLD-KNC-WT=Knuckle Floodlight Kit, Summit White^7</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AP=Gray</td>
<td></td>
<td>XTORFLD-TRN-WT=Trunnion Floodlight Kit, Summit White^7</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GM=Graphite Metallic</td>
<td></td>
<td>EWP/XTOR=Escutcheon Wall Plate, Carbon Bronze</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DP=Dark Platinum</td>
<td></td>
<td>XTOR-WT=Escutcheon Wall Plate, Summit White</td>
</tr>
</tbody>
</table>

**NOTES:**

2. Photocouples are factory installed.
3. Order "PC2 for 347V models.
4. Thru-branch wiring not available with NA option or with 347V, XTOR3B not available with NA and 347V or 120V combination.
5. Wire guard for well/surface mount. Not for use with floodlight kit accessory.
6. Floodlight kit accessory supplied with knuckle (KNC) or trunnion (TRN) base, small and large top visors and small and large impact shield.

### STOCK ORDERING INFORMATION

<table>
<thead>
<tr>
<th>12W Series</th>
<th>18W Series</th>
<th>26W Series</th>
<th>38W Series</th>
</tr>
</thead>
<tbody>
<tr>
<td>XTOR1B-PC1+12W, 5000K, 120V PC, Carbon Bronze</td>
<td>XTOR2B-PC1+18W, 5000K, 120V PC, Carbon Bronze</td>
<td>XTOR3B-PC1+26W, 5000K, 120V PC, Carbon Bronze</td>
<td>XTOR4B-PC1+38W, 5000K, 120V PC, Carbon Bronze</td>
</tr>
</tbody>
</table>

---

109
TO: The Charter Township of Orion Planning Commission
FROM: Tammy Girling, Planning & Zoning Director
DATE: January 12, 2021
RE: PC-2021-__, Tycoon I, LLC, Ordinance 154 Applications

As requested, I am providing suggested motions for the abovementioned projects. 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 THE MEDICAL CLASS “C” GROWING FACILITIES FOR PC-2021-10 THROUGH PC-2021-17 AND PC-2021-32 THROUGH 35. EACH CASE REQUIRES A SEPARATE MOTION.

Ordinance #154 – Medical Class “C” Growing Facilities

I move to grant/not grant approval of the application, as required per Ord. #154, for PC-2021-__, Tycoon I, LLC, for a Medical Class “C” growing facility, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the finds of fact that the operation does/does not meet 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:

1. 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 Medical Marihuana Licensing Board.

PLEASE NOTE: THIS SUGGESTED MOTION CAN BE USED FOR THE EXCESS GROW FACILITIES FOR PC-2021-18 THROUGH PC-2021-26. EACH CASE REQUIRES A SEPARATE MOTION.

Ordinance #154 – Excess Grow Facilities

I move to grant/not grant approval of the application, as required per Ord. #154, for PC-2021-___, Tycoon I, LLC, for an Excess Grow facility, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the finds of fact that the operation does/does not meet 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:

1. 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 Medical Marihuana Licensing Board.

PLEASE NOTE: THIS SUGGESTED MOTION CAN BE USED FOR THE ADULT-USE CLASS “C” GROW FACILITIES FOR PC-2021-27 THROUGH PC-2021-31. EACH CASE REQUIRES A SEPARATE MOTION.

Ordinance #154 – Adult-Use Class “C” Grow Facility

I move to grant/not grant approval of the application, as required per Ord. #154, for PC-2021-__, Tycoon I, LLC, for an Adult-Use Class “C” Grow facility, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the finds of fact that the operation does/does not meet 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:

1. 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 Medical Marihuana Licensing Board.
CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2021-10
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Tycoon I Operations LLC
Request: Class “C” Grower - Medical
Date: February 12, 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 Marijuan 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
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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller

   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.</td>
<td>Please see attached organization structure in Exhibit I</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I
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): ___________
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 03/01/2021.

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/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 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.

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>
<td>6pm</td>
<td>6pm</td>
</tr>
</tbody>
</table>

*If any day is not 24 hrs., please enter Start and Finish times.
SECTIO\N 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 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.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

9 124
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:  

Witness Signature:  

Print Name:  
Title:  

Dated: 02/09/2021

If needed additional signatures:

Print Name:  
Title:  

Print Name:  
Title:  

Aaron Fogleman
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.
☐ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

**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: ________________________________
GENERAL – OFFICE USE ONLY

1. Type of Permit Requested:
   
   Class “C” Grower Facility (medical) □
   Processing Center Facility (medical) □
   Safety Compliance Facility (medical) □
   Secured Transporter Facility (medical) □
   Class “A” Grower Facility (adult use) □
   Marijuana Safety Compliance Facility (adult use) □

   Name of Applicant: ________________________________

2. Date and Time Application accepted by Orion Township:

   Date: _________________ Time: _________________

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: __________________________

   □ $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: __________________
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.

Dated: 02/09/2021

Signature: ____________________________
Print name: Daryl Heller
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 Tycoon I Operations, 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: February 1, 2021  
(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 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**
-Tycoon Operations, LLC

Signature: __________________________
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
Church
Residents

Measure distance
Click on the map to add to your path.
Total distance: 2,649.40 ft (807.54 m)
F. Operations Plan
PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.

   ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 or 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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 Pyrimum 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

Issued: 05/12/2020
Expires: 11/08/2020

PM20-0156

Mechanical


LOCATION

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>MOLLICONE, JAMES P</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>14445 BARBER</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Lot:</td>
<td>WARREN MI 48093</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</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 completed within 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

Type of Construction: 2B  
Occupancy Group:  F-1  

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
</table>
| 180 PREMIER DR  
O-09-35-477-001  
Lot:  
Plat/Sub:  
Zoning: IV | BRIVAR CONSTRUCTION COMPANY  
7258 KENSINGTON ROAD  
BRIGHTON MI 48116 | PREMIER DRIVE LLC  
919 N MARKET ST STE 950  
WILMINGTON DE 19801-3036 |

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM/L TENANT SPACE (COMPLETION/ APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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

BUILDING DEPARTMENT

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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>Joshua Holdsworth</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>1185 N Perry</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Pontiac MI 48340</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td></td>
<td>Zoning: IV</td>
<td></td>
</tr>
</tbody>
</table>

Work Description: Wiring grow facility

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMA STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100') Units</td>
<td></td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBpanel COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

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.

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:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD BARRY</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-33-477-001 Lot: 1111 Oakley Park RD STE 201</td>
<td>919 N MARKET ST STE 959</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Plu/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</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.

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

Plumbing
PP20-083

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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD LEE</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>631 OAKLAND AVENUE</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>PONTIAC MI 48342</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td></td>
<td>Zoning: IV</td>
<td></td>
</tr>
</tbody>
</table>

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</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 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 Bluzezone 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

Tycoon I Operations 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
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 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
Halo RE, LLC
28.9% Member of Tycoon Holdings, LLC, con't from page 1

Heller Investment Holdings, LLC 20.22%

Fred E. Clark 21.14%

Jerry Hostetter 2.12%

Hostetter Family Trust 1.41%

BOS Family Trust dated 3/1/94 8.22%

Brandt Agricultural, LLC 10.22%

Ryan Jundt 12.00%

THC Venture Capital, LLC 24.67%

Heller Capital Group, LLC 62.50%
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Certificate of Amendment:

The identification number assigned by the Bureau is: 802483853
The name of the limited liability company is: HELLER INVESTMENT HOLDINGS, LLC
The date of filing the original Articles of Organization was: 7/17/2020

Article I
The name of the limited liability company as amended, is: TYCOON I OPERATIONS, LLC
The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)

2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823

3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if “Other” was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></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


MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau

198
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only once and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into and made
effective as of July 22, 2020 (the "Effective Date") by and between TYCOON I OPERATIONS,
LLC, a Michigan limited liability company (the "Company"), and TYCOON HOLDINGS, LLC,
a Michigan limited liability company and sole member of the Company (the "Member").

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability
company.

B. The undersigned desires to memorialize its rights and obligations with respect to
the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable
consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be
legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following
meanings (unless otherwise expressly provided herein):

"Act" means the Michigan Limited Liability Company Act, as amended.

"Business" means the principal business of the Company, which shall be to own and
manage investments.

"Capital Contribution" means any contribution of cash or property to the Company, or
any obligation to contribute cash or property to the Company, whenever made.

"Certificate" means the Articles of Organization as filed by the organizer of the Company
with the Department of State of the State of Michigan, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding
provisions of subsequent superseding federal revenue laws.

"Interest" means the Member's entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys’ fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

**ARTICLE V**

**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company’s financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**

**TRANSFERS; ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member’s Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:
TYCOON I OPERATIONS, LLC
By: Tycoon Holdings, LLC, its sole member

By: ____________________________
Name: Daryl Heller
Title: Member

MEMBER:
HELLER INVESTMENT HOLDINGS LLC

By: ____________________________
Name: Daryl Heller
Title: Manager
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, Tycoon I Operations 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>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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
Champion Township of Orion
Planning Division
2525 Joslyn Rd., Lake Orion MI 48360
P: (248) 391-0304 ext. 5000; Fax (248) 391-1454

CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:   PC-2021-11
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Tycoon I Operations LLC
Request: Class “C” Grower - Medical
Date: February 12, 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 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
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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller

   Address of Applicant: 2055 Crooks Rd, Suite B

   Rochester Hills, MI 48309

   Phone Number: 248.920.8770

   Email Address: licensing@glorianscanna.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.</td>
<td>Please see attached organization structure in Exhibit I</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I
   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”
   √ No 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”
    √ No 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”.
    √ No 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”.
    √ No 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):

______________________________

______________________________

220
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 03/01/2021.

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/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 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></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>
<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 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.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

225
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: 

Print Name: David Seller 
Title: Authorized Member 

Dated: 02/09/2021 

If needed additional signatures:

Print Name: 
Title: 

Witness Signature: 

Aaron Fogleman
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.
☐ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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: ________________________________
GENERAL – OFFICE USE ONLY

1. Type of Permit Requested:
   Class “C” Grower Facility (medical)  □
   Processing Center Facility (medical)  □
   Safety Compliance Facility (medical)  □
   Secured Transporter Facility (medical)  □
   Class “A” Grower Facility (adult use)  □
   Marijuana Safety Compliance Facility (adult use)  □

   Name of Applicant: ____________________________________________

2. Date and Time Application accepted by Orion Township:
   Date: __________________ Time: ________________

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: ________________
   □ $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: ________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I __________ Daryl Heller __________ 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 48359 _____________.

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.

Dated: 02/09/2021

Print name: Daryl Heller
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 Tycoon I Operations, 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: February 1, 2021 (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**  
Tycoon I Operations, LLC

Signature:

Name: Daryl Heller

Title: Authorized Member
D. Zoning Survey
Residents

![Map showing distance measurement]

Measure distance
Click on the map to add to your path
Total distance: 2,649.40 ft (807.54 m)
School
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.

      ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>MOLLICONE, JAMES P</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>14445 BARBER</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>WARREN MI 48093</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</table>

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

Fee Total: 6,875.00

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 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>
</tr>
</thead>
<tbody>
<tr>
<td><a href="http://AccessMyGov.com">http://AccessMyGov.com</a></td>
</tr>
</tbody>
</table>

**LOCATION**

<table>
<thead>
<tr>
<th>180 PREMIER DR O-09-35-477-001 Lot:</th>
<th>APPLICANT: BRIVAR CONSTRUCTION COMPANY 7258 KENSINGTON ROAD BRIGHTON MI 48116</th>
<th>OWNER: PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plat/Sub: Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Type of Construction:** 2B  
**Occupancy Group:** F-1  
**Edition of Code:** 2015 MBC/MRC

**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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,615.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM'L TENANT SPACE (COMPLETION//APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt; PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
<td></td>
</tr>
</tbody>
</table>

**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 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: ______________________________ Occupancy Group: ________________ Edition of Code: __________ 2018 NEC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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 19801-3036</td>
</tr>
</tbody>
</table>

Zoning: IV

Work Description: Wiring grow facility

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL INSPECTION</td>
<td></td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE ITEMIZED</td>
<td></td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER Units</td>
<td></td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMM. STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100') Units</td>
<td></td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL SERVICE</td>
<td></td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

Fee Total: 0.00

Inspector:
BILLY 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 Josslyn 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:________

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR 0-09-35-477-001 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 958 WILMINGTON DE 19801-3036</td>
</tr>
</tbody>
</table>

Zoning: IV

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

Stipulations:
Estimated Cost: $0.00

Interceptor:
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.

I hereby certify that the proposed work is authorized by the owner or 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 this 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

262
**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>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PP20-083</td>
<td></td>
</tr>
</tbody>
</table>

**SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE**

http://AccessMyGov.com

|-----------------------|------------------|------------------|----------|

**LOCATION**

<table>
<thead>
<tr>
<th>180 PREMIER DR O-09-35-477-001 Lot:</th>
<th>EDWARD LEE 631 OAKLAND AVENUE PONTIAC MI 48342</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plat/Sub:</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
</tr>
</tbody>
</table>

**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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

**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 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 marijuana 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 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

Tycoon I Operations 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
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.
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, etc. 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 [REDACTED] 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>
<th>Date Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

<table>
<thead>
<tr>
<th>The identification number assigned by the Bureau is:</th>
<th>802483853</th>
</tr>
</thead>
<tbody>
<tr>
<td>The name of the limited liability company is:</td>
<td>HELLER INVESTMENT HOLDINGS, LLC</td>
</tr>
<tr>
<td>The date of filing the original Articles of Organization was:</td>
<td>7/17/2020</td>
</tr>
</tbody>
</table>

Complete only those articles being amended.

<table>
<thead>
<tr>
<th>Article I</th>
</tr>
</thead>
<tbody>
<tr>
<td>The name of the limited liability company as amended, is:</td>
</tr>
</tbody>
</table>

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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

296
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau

297
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 Articles:

Article I

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City: EAST LANSING
   State: MI
   Zip Code: 48823

3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941  01/31/2021
Form 940  01/31/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your financial institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
DATE OF THIS NOTICE: 07-31-2020
EMPLOYER IDENTIFICATION NUMBER: 85-2192285
FORM: SS-4

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

TYCOON I OPERATIONS LLC
DARYL MELLER SOLE MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into and made effective as of July 22, 2020 (the "Effective Date") by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the "Company"), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the "Member").

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Michigan Limited Liability Company Act, as amended.

"Business" means the principal business of the Company, which shall be to own and manage investments.

"Capital Contribution" means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

"Certificate" means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Interest" means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 **Member.** The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 **Management.** The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 **Right to Rely on Member.** Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 **Authority to Designate Officers.** The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 **Liability of Member and Officers.** Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

**ARTICLE V**

**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company’s financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**

**TRANSFERS; ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member’s Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
Dissolution and Liquidation

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company's property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
Miscellaneous Provisions

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 ** Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: __________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: __________________________
Name: Daryl Heller
Title: Manager
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, Tycoon! Operations 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>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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:   PC-2021-12
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Tycoon I Operations LLC
Request: Class “C” Grower - Medical
Date: February 12, 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 Mariujana 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
**Charter Township of Orion**

2935 Jodyn 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.

<table>
<thead>
<tr>
<th>SECTION A- APPLICANT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of Applicant: Tycoon I Operations, LLC</td>
</tr>
<tr>
<td>Authorized Signer (of not an individual): Daryl Heller</td>
</tr>
<tr>
<td>Address of Applicant: 2055 Crooks Rd, Suite B</td>
</tr>
<tr>
<td>Rochester Hills, MI 48309</td>
</tr>
<tr>
<td>Phone Number: 248.920.8770</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:licensing@gloriouscanna.com">licensing@gloriouscanna.com</a></td>
</tr>
<tr>
<td>Sole Proprietor □ Partnership □</td>
</tr>
<tr>
<td>Corporation □ Limited Liability Company ✓</td>
</tr>
<tr>
<td>□Other: ____________________</td>
</tr>
</tbody>
</table>

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.</td>
<td>Please see attached organization structure in Exhibit 1</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit 1
   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 Maruana 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 03/01/2021.

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?

☐ 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 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>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>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 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.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

9 326
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: 

Witness Signature: 

Print Name: Date/Time
Title: Authorized Member

Dated: 02/09/2021

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.
☐ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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: ______________________________________________________________________

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: ______________________________________________________________________
1. Type of Permit Requested:
   - Class "C" Grower Facility (medical) □
   - Processing Center Facility (medical) □
   - Safety Compliance Facility (medical) □
   - Secured Transporter Facility (medical) □
   - Class "A" Grower Facility (adult use) □
   - Marijuana Safety Compliance Facility (adult use) □

   Name of Applicant: __________________________________________

2. Date and Time Application accepted by Orion Township:
   Date: ___________________________ Time: ______________________

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: ______________________
   □ $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: ______________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I ___ Daryl Heller __________ 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.

Dated: 02/09/2021

Print name: Daryl Heller
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 Tycoon I Operations, 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: February 1, 2021 (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 andquietly 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
Tycoon I Operations, LLC

Signature: ______________________
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
F. Operations Plan
PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.
   ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

   iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 (25) 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

BUILDING DEPARTMENT

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


LOCATION
180 PREMIER DR
O-09-35-477-001 Lot:

Plat/Sub: Zoning: IV

APPLICANT
MOLLICONE, JAMES P
14445 BARBER
WARREN MI 48093

OWNER
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

<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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</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

360

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


LOCATION

180 PREMIER DR
O-09-35-477-001
Lot:

APPLICANT

BRIVAR CONSTRUCTION COMPANY
7258 KENSINGTON ROAD
BRIGHTON MI 48116

OWNER

PREMIER DRIVE LLC
919 N MARKET ST STE 950
WILMINGTON DE 19801-3036

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

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>72,616.00</td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
<tr>
<td>COMTL TENANT SPACE (COMPLETION// APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
</tbody>
</table>

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 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

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR Lot:</td>
<td>Joshua Holdsworth</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>1185 N Perry Pontiac MI 48340</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
</tbody>
</table>

Work Description:  Wiring grow facility
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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFORMER/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER Units</td>
<td></td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECTOR FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMM STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL SERVICE</td>
<td></td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

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

Type of Construction:  
Occupancy Group:  
Edition of Code:  

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Walled Lake MI 48390</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td></td>
<td>Zoning: IV</td>
<td></td>
</tr>
</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 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

363
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>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR  O-09-35-477-001 Lot:</td>
<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>
</tr>
</tbody>
</table>

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

<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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT. DISTRIBUTION</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT. DISTRIBUTION</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</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 require 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.
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.

368
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

Tycoon I Operations 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
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 at least 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 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The identification number assigned by the Bureau is: 802483853

The name of the limited liability company is: HELLER INVESTMENT HOLDINGS, LLC

The date of filing the original Articles of Organization was: 7/17/2020

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is: TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if “Other” was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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.

ACCEPT

397
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I
The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II
Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: City: EAST LANSING
   State: MI Zip Code: 48823
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: City: EAST LANSING
   State: MI Zip Code: 48823

Article V
(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)
THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>399</td>
<td>Organizer</td>
</tr>
</tbody>
</table>
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

<table>
<thead>
<tr>
<th>Form</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form 941</td>
<td>01/31/2021</td>
</tr>
<tr>
<td>Form 940</td>
<td>01/31/2021</td>
</tr>
</tbody>
</table>

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
003466

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.

DATE OF THIS NOTICE: 07-31-2020
EMPLOYER IDENTIFICATION NUMBER: 85-2192285
FORM: SS-4

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

TYCOON I OPERATIONS LLC
DARYL HELLER SOLE MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is entered into and made effective as of July 22, 2020 (the “Effective Date”) by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the “Company”), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the “Member”).

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Michigan Limited Liability Company Act, as amended.

“Business” means the principal business of the Company, which shall be to own and manage investments.

“Capital Contribution” means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

“Certificate” means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.


“Interest” means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and
the officers, agents and representatives of the Member, and each officer of the Company and, in
the discretion of the Member, each employee of the Company, harmless from and against any
expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss,
judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related
to, the Company or any act or omission of such Member (or officer, agent or representative of the
Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the
fullest extent provided or allowed by the laws of the State of Michigan. The Company may
advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the
name of the Company and title to any property so acquired shall vest in the Company itself rather
than in the Member.

**ARTICLE V**

**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company’s financial statements shall be prepared and
its profits and losses shall be determined in accordance with methods of accounting selected by
the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely
filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax
returns deemed necessary and required in each jurisdiction in which the Company does business.
All elections permitted to be made by the Company under federal or state laws shall be made by
the Member in its sole discretion. So long as the Company has only one member, the Company
shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**

**TRANSFERS; ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member’s Interest in the Company is
freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be
admitted to the Company at the direction of the Member only if a new operating agreement or an
amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: ____________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: ____________________________
Name: Daryl Heller
Title: Manager

Signature Page to Operating Agreement of Tycoon Holdings
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, Tycoon I Operations 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>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>Pay 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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2021-13
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Tycoon I Operations LLC
Request: Class “C” Grower - Medical
Date: February 12, 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 Marijuan 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
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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller
   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.
<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>Please see attached organization structure in Exhibit 1</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit 1
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 to 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 03/07/2021.

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/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.

<table>
<thead>
<tr>
<th>Active Hours of Operations:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
</tr>
<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>
<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>
<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 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.

__________________________________________
__________________________________________
__________________________________________
__________________________________________

9 427
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: [Name]
Title: [Title]

Witness Signature: 

[Signature] 

Aaron Fogelman

Dated: 02/09/2021

If needed additional signatures:

Print Name: 
Title: 

Print Name: 
Title: 

428
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.
□ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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: ____________________________
1. Type of Permit Requested:
   Class “C” Grower Facility (medical) □
   Processing Center Facility (medical) □
   Safety Compliance Facility (medical) □
   Secured Transporter Facility (medical) □
   Class “A” Grower Facility (adult use) □
   Marijuana Safety Compliance Facility (adult use) □

   Name of Applicant: ____________________________

2. Date and Time Application accepted by Orion Township:

   Date: _______________  Time: _______________

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: ________________________

   □ $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: _______________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES

FOR A LICENSED MARIHUANA FACILITY

1. I [Daryl Heller] 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 48359.

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.

Dated: 02/09/2021

Print name: Daryl Heller
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 Tycoon I Operations, 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: February 1, 2021  
(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.

1437
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
Tycoon I Operations, LLC

Signature:________________________
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
Church
Residents

Measure distance
Click on the map to add to your path
Total distance: 2,649.48 ft (807.54 m)
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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 marhuana 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 marhuana GROWER (Class C) facilities whose primary mission is to provide a source of high-quality marhuana 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 marhuana facility in the lease agreement, which is attached.

   B. Organizational Structure
      i. The Applicant is organized as a Michigan limited liability company and is in good standing.

      ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 Pyrmythrin 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.
N. Waste Product Disposal
 Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

**Issued:** 05/12/2020  
**Expires:** 11/08/2020

### BUILDING DEPARTMENT

**Mechanical**  
**PM20-0156**

**Type of Construction:**  
**Occupancy Group:**  
**Edition of Code:** 2015 MMC

### LOCATION

<table>
<thead>
<tr>
<th>Location</th>
<th>Applicant</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>MOLLICONE, JAMES P</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>14445 BARBER</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td></td>
<td>WARREN MI 48093</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
</tbody>
</table>

**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

<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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</table>

**Fee Total:** 6,875.00

**Inspector:**

BRIAN CLAYCOMB  
(248) 830 9005  
mechinspector@orion township.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**

461

**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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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>Plat/Sub:</td>
<td>BRIGHTON MI 48116</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Stipulations:

Estimated Cost: $600,000.00

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>72,622.00</td>
</tr>
<tr>
<td>COM'L TENANT SPACE (COMPLETION//APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL</td>
<td>$10,001 &gt;</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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

BUILDING DEPARTMENT

Electrical
PE20-109

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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>Joshua Holdsworth</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>1185 N Perry</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Pontiac MI 48340</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work Description: Wiring grow facility

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFN/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COM STAND ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

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

Type of Construction:  

Occupancy Group:  

Edition of Code:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Welched Lake MI 48390</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td></td>
<td>Lot: IV</td>
<td></td>
</tr>
</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 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

464
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>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
<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>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

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 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 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

Tycoon I Operations 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.475

- 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:
  - 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

<table>
<thead>
<tr>
<th>The identification number assigned by the Bureau is:</th>
<th>802483853</th>
</tr>
</thead>
<tbody>
<tr>
<td>The name of the limited liability company is:</td>
<td>HELLER INVESTMENT HOLDINGS, LLC</td>
</tr>
<tr>
<td>The date of filing the original Articles of Organization was:</td>
<td>7/17/2020</td>
</tr>
</tbody>
</table>

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is:
TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Ciegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: Country: 
   City: EAST LANSING 
   State: MI 
   Zip Code: 48823
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD 
   Apt/Suite/Other: 
   City: EAST LANSING 
   State: MI 
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organize500</td>
<td></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.
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION
for
HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
Date of this notice: 07-31-2020
Employer Identification Number: 85-2192285
Form: SS-4
Number of this notice: CP 575 A

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941
01/31/2021

Form 940
01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 558, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is entered into and made effective as of July 22, 2020 (the “Effective Date”) by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the “Company”), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the “Member”).

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Michigan Limited Liability Company Act, as amended.

“Business” means the principal business of the Company, which shall be to own and manage investments.

“Capital Contribution” means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

“Certificate” means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.


“Interest” means the Member’s entire interest in the Company.
"Person" means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 **Member.** The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI48309

4.2 **Management.** The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 **Right to Rely on Member.** Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 **Authority to Designate Officers.** The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 **Liability of Member and Officers.** Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

**ARTICLE V**

**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company's financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**

**TRANSFERS; ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member's Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: _____________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: _____________________________
Name: Daryl Heller
Title: Manager
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, Tycoon I Operations 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>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>Pay 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>
02/09/2021

To Whom It May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2021-14
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Tycoon I Operations LLC
Request: Class “C” Grower - Medical
Date: February 12, 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 Mariujana 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
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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller
   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.</td>
<td>Please see attached organization structure in Exhibit I</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I
   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 Licensed Marihuana Facilities Ordinance No. 154.

☐ Yes ☒ No

If variance will be sought, specify location category(s) pursuant to Art 6 (1)-(6): 522
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 03/01/2021.

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

523

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/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>
<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 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.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

527
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:  

Witness Signature:  

Print Name:  
Title:  

Dated: 02/09/2021

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.
□ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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 ___________ Daryl Heller ___________ 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 48359 ___________.

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.

Dated: 02/09/2021

Print name: Daryl Heller
1. Type of Permit Requested:
   - Class “C” Grower Facility (medical)
   - Processing Center Facility (medical)
   - Safety Compliance Facility (medical)
   - Secured Transporter Facility (medical)
   - Class “A” Grower Facility (adult use)
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: ____________________________________________

2. Date and Time Application accepted by Orion Township:
   Date: ___________ ___________ Time: ______________

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: __________________________
   - $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 Tycoon I Operations, 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: February 1, 2021  
   (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 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. **Condensation.** 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
Tycoon I Operations, LLC

Signature: [Signature]
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
Church
School

Measure distance
Click on the map to add to your path
Total distance: 1.02 mi (1.65 km)
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.
   ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

   iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

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

LOCATION

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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>
<tr>
<td>Plat/Sub:</td>
<td>Zoning: IV</td>
<td></td>
</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

---

Inspector:

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

Fee Total: 6,875.00

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
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


LOCATION

180 PREMIER DR
O-09-35-477-001
Lot:
Plat/Sub:
Zoning: IV

APPLICANT
BRIVAR CONSTRUCTION COMPANY
7258 KENSINGTON ROAD
BRIGHTON MI 48116

OWNER
PREMIER DRIVE LLC
919 N MARKET ST STE 950
WILMINGTON DE 19801-3036

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM'L TENANT SPACE (COMPLETION/ APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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
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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work Description: Wiring grow facility

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMA STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

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.
Charter Township of Orion

2335 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

BUILDING DEPARTMENT

SCHEDULE INSPECTION

FIRE SUPPRESSION

PFS20-021

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>
</thead>
</table>
| 180 PREMIER DR  
O-09-35-477-001  
Plat/Sub: | EDWARD BARRY  
1111 Oakley Park RD STE 201  
Walled Lake MI 48390 | PREMIER DRIVE LLC  
919 N MARKET ST STE 930  
WILMINGTON DE 19801-3036 |

Zoning: IV

Work Description: Building D  
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, after which time the 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>
</tr>
</thead>
<tbody>
<tr>
<td>PP20-083</td>
</tr>
</tbody>
</table>

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

---

**Type of Construction:**

**Occupancy Group:**

**Edition of Code:** 2015 MPC

---

### LOCATION

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD LEE</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>631 OAKLAND AVENUE</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>PONTIAC MI 48342</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>165.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

**Fee Total:** 0.00

---

**Inspector:**

TOM KATICH  
(248) 343 2012  
plmbinspectt@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.

565

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 marijuana 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, shown 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

Tycoon I Operations 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 set to fail
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.
• 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
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 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.
• 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
• 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
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

592
**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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The identification number assigned by the Bureau is: 802483853

The name of the limited liability company is: HELLER INVESTMENT HOLDINGS, LLC

The date of filing the original Articles of Organization was: 7/17/2020

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is: TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed. Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823

3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if “Other” was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></td>
</tr>
</tbody>
</table>

600
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
Date of this notice: 07-31-2020
Employer Identification Number: 85-2192285
Form: SS-4
Number of this notice: CP 575 A
For assistance you may call us at 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941
Form 940
01/31/2021
01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is entered into and made effective as of July 22, 2020 (the “Effective Date”) by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the “Company”), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the “Member”).

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Michigan Limited Liability Company Act, as amended.

“Business” means the principal business of the Company, which shall be to own and manage investments.

“Capital Contribution” means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

“Certificate” means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.


“Interest” means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to:
(a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 Indemnification. The Company shall indemnify, defend and hold the Member and
the officers, agents and representatives of the Member, and each officer of the Company and, in
the discretion of the Member, each employee of the Company, harmless from and against any
expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss,
judgment, liability, cost or expense (including reasonable attorneys’ fees) arising from or related
to, the Company or any act or omission of such Member (or officer, agent or representative of the
Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the
fullest extent provided or allowed by the laws of the State of Michigan. The Company may
advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 Title to Company Property. All real and personal property shall be acquired in the
name of the Company and title to any property so acquired shall vest in the Company itself rather
than in the Member.

ARTICLE V
ACCOUNTING AND TAX MATTERS

5.1 Accounting Principles. The Company’s financial statements shall be prepared and
its profits and losses shall be determined in accordance with methods of accounting selected by
the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 Returns and Other Elections. The Member shall cause the preparation and timely
filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax
returns deemed necessary and required in each jurisdiction in which the Company does business.
All elections permitted to be made by the Company under federal or state laws shall be made by
the Member in its sole discretion. So long as the Company has only one member, the Company
shall be treated as a disregarded entity for income tax purposes.

ARTICLE VI
TRANSFERS; ADDITIONAL MEMBERS

6.1 Transferability of Membership Interest. The Member’s Interest in the Company is
freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 Admission of Additional Members. Additional members of the Company may be
admitted to the Company at the direction of the Member only if a new operating agreement or an
amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By:
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By:
Name: Daryl Heller
Title: Manager
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, Tycoon I Operations 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>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>1 612</td>
<td>$50,000</td>
</tr>
<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>
<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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

Pete Elliott
Vice President
Cell (734) 664-0472
Ph (313) 964-3750
Fax (313) 954-3850
Pete@diesoldinsurance.com

1535 6th Street | Suite 1
Detroit MI 48226
www.Dieboldinsurance.com
CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2021-15
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Tycoon I Operations LLC
Request: Class “C” Grower - Medical
Date: February 12, 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 Mariujana 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
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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller
   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.</td>
<td>Please see attached organization structure in Exhibit I</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I
   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 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 03/01/2021.

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?

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.

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


9  626
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: 

Witness Signature: Aaron Fogleman

Print Name: [Signature]
Title: Authorized Member

Dated: 02/09/2021

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.  
□ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

**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: 

11628
Exhibit 1: 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 ______ Daryl Heller ______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 48359.

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.

Dated: 02/09/2021

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

   Name of Applicant: ____________________________________________

2. Date and Time Application accepted by Orion Township:

   Date: ___________________________ Time: ______________________

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: ________________

   □ $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 Tycoon I Operations, 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: February 1, 2021
(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 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
-Tycoon-I-Operations, LLC
Signature: __________________________
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
Residents
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.
      ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

 iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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

655
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 Pyrmeathrin 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001</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>
<tr>
<td>Plat/Sub:</td>
<td>Lot:</td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDROMIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</table>

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

Pay Total:  6,875.00

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 BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
# Charter Township of Orion

**BUILDING DEPARTMENT**

**SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE**

http://AccessMyGov.com

## Type of Construction: 2B  
Occupancy Group: F-1  

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
</table>
| 180 PREMIER DR  
O-09-35-477-001  
Plat/Sub:  
Zoning: IV | BRIVAR CONSTRUCTION COMPANY  
7258 KENSINGTON ROAD  
BRIGHTON MI 48116 | PREMIER DRIVE LLC  
919 N MARKET ST STE 950  
WILMINGTON DE 19801-3036 |

**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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM'L TENANT SPACE (COMPLETION// APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

**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 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001</td>
<td>Joshua Holdsworth</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>Lot:</td>
<td>1185 N Perry</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Pontiac MI 48340</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work Description:  Wiring grow facility
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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT/FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100°)</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD BARRY</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-33:077-001</td>
<td>1111 Oakley Park RD STE 201</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Walled Lake MI 48390</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Work Description: Building B Fire Suppression

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 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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
<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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

Inspector:
TOM KATICH
(248) 343 2012
plmbsmct@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.

6/64
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 99.99%+ 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 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

Tycoon I Operations 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 burglar 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 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

691
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
Halo RE, LLC
28.9% Member of Tycoon Holdings, LLC, con't from page 1

Heller Investment Holdings, LLC
20.22%

Fred E. Clark
21.14%

Jerry Hostetter
2.12%

Hostetter Family Trust
1.41%

BOS Family Trust dated
3/1/94
8.22%

Brandt Agricultural, LLC
10.22%

Ryan Jundt
12.00%

THC Venture Capital, LLC
24.67%

Heller Capital Group, LLC
62.50%
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

<table>
<thead>
<tr>
<th>The identification number assigned by the Bureau is:</th>
<th>802483853</th>
</tr>
</thead>
<tbody>
<tr>
<td>The name of the limited liability company is:</td>
<td>HELLER INVESTMENT HOLDINGS, LLC</td>
</tr>
<tr>
<td>The date of filing the original Articles of Organization was:</td>
<td>7/17/2020</td>
</tr>
</tbody>
</table>

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is:

TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

[Signature]

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823

3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organize999</td>
<td></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.
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

703

TYCOON I OPERATIONS LLC
DARYL HELLER SOLE MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309

DATE OF THIS NOTICE: 07-31-2020
EMPLOYER IDENTIFICATION NUMBER: 85-2192285
FORM: SS-4
NOBOD

Your Telephone Number ( )

Best Time to Call

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

Keep this part for your records.

CP 575 A (Rev. 1-2013)

CP 575 A
0509908017
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is entered into and made effective as of July 22, 2020 (the “Effective Date”) by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the “Company”), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the “Member”).

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Michigan Limited Liability Company Act, as amended.

“Business” means the principal business of the Company, which shall be to own and manage investments.

“Capital Contribution” means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

“Certificate” means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.


“Interest” means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 Indemnification. The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

ARTICLE V
ACCOUNTING AND TAX MATTERS

5.1 Accounting Principles. The Company's financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 Returns and Other Elections. The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

ARTICLE VI
TRANSFERS; ADDITIONAL MEMBERS

6.1 Transferability of Membership Interest. The Member's Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 ** Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: [Signature]
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: [Signature]
Name: Daryl Heller
Title: Manager
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, Tycoon I Operations 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>Pay</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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon 1 Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
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 Mariujana 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 Marijuana Regulatory Agency (MRA).

Tamara Girling
Planning & Zoning Director
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: Tycoon I Operations, LLC  
   Authorized Signer (of not an individual): Daryl Heller

   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.

717
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></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></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: Please see Organization Structure in Exhibit I
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

719

3
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): 720
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 03/01/2021.

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

722
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 “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 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.

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>
<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 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.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

725
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: [Name]
Title: [Title]
Dated: 02/09/2021

If needed additional signatures:

Print Name: __________________________
Title: ______________________________

Print Name: __________________________
Title: ______________________________

Witness Signature: _______________________

[Signature]

Print Name: [Name]
Title: [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.
□ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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, Daryl Heller, 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 48359.

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.

Dated: 02/09/2021

Print name: Daryl Heller
1. Type of Permit Requested:
   - Class “C” Grower Facility (medical)
   - Processing Center Facility (medical)
   - Safety Compliance Facility (medical)
   - Secured Transporter Facility (medical)
   - Class “A” Grower Facility (adult use)
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: ________________________________

2. Date and Time Application accepted by Orion Township:
   Date: ___________ ___________ Time: ________________

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: ________________
   - $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 Tycoon I Operations, 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: February 1, 2021 (See §3)
(c) Termination date: October 31, 2030 (See §3)
(d) Options: I 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 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 defect 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
Tycoon I Operations, LLC
Signature: __________________________
Name: Daryl Heller
Title: Authorized Member
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
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.
      ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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  754
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 Pyrmethrin 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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  

Type of Construction:  

Occupancy Group:  

Edition of Code:  2015 MMC  

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>MOLLICONE, JAMES P</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O -09-35-477-001</td>
<td>14445 BARBER</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>WARREN MI 48093</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</table>

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

Fee Total: 6,875.00  

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
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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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>Plat/Sub:</td>
<td>BRIGHTON MI 48116</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM/L TENANT SPACE (COMPLETION)</td>
<td>APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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
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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot: 1.85 N Perry Pontiac MI 48340</td>
<td>Joshua Holdsworth</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
</tr>
</tbody>
</table>

Zoning: IV

Work Description: Wiring grow facility
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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td>Units</td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td>INSPECTION</td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMA STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUB PANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

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
Charter Township of Orion  
2325 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000  
BUILDING DEPARTMENT  
SCHEDULE INSPECTION  
Please call the  
Fire Department  
248-978-5143  

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
</table>
| 180 PREMIER DR  
O-09-35-877-001  
Lot:  
Plat/Sub:  
Zoning: IV | EDWARD BARRY  
1111 Oakley Park RD STE 201  
Walled Lake MI 48390 | PREMIER DRIVE LLC  
919 N MARKET ST STE 950  
WILMINGTON DE 19801-3036 |

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

Stipulations:  
Estimated Cost: 50.00

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.

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  

762
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

PP20-083

Type of Construction: Plumbing
Occupancy Group: 
Edition of Code: 2015 MPC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD LEE</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O -09-35-477-001</td>
<td>631 OAKLAND AVENUE</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Lot:</td>
<td>PONTIAC MI 48342</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</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 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 marijuana 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 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

Tycoon I Operations 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 keypad access control.
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.
• 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
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 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.
• 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
• 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
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

790
**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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

791
I. Organizational Structure
Halo RE, LLC
28.9% Member of Tycoon Holdings, LLC, con't from page 1

Heller Investment Holdings, LLC
20.22%

Fred E. Clark
21.14%

Jerry Hostetter
2.12%

Hostetter Family Trust
1.41%

BOS Family Trust dated 3/1/94
8.22%

Brandt Agricultural, LLC
10.22%

Ryan Jundt
12.00%

THC Venture Capital, LLC
24.67%

Heller Capital Group, LLC
62.50%
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The Identification number assigned by the Bureau is:

802483853

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

The date of filing the original Articles of Organization was:

7/17/2020

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is:

TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I
The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II
Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City: EAST LANSING
   State: MI
   Zip Code: 48823

3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V
(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if “Other” was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></td>
</tr>
</tbody>
</table>
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
Date of this notice: 07-31-2020

Employer Identification Number: 85-2192285

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your financial institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. 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: 07-31-2020
EMPLOYER IDENTIFICATION NUMBER: 85-2192285
FORM: SS-4
NOBODY

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

TYCOON I OPERATIONS LLC
DARYL HELLER SOLE MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into and made effective as of July 22, 2020 (the "Effective Date") by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the "Company"), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the "Member").

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Michigan Limited Liability Company Act, as amended.

"Business" means the principal business of the Company, which shall be to own and manage investments.

"Capital Contribution" means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

"Certificate" means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Interest" means the Member's entire interest in the Company.
"Person" means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 **Member.** The name and address of the Member is:

Tycoon Holdings, LLC  
2055 Crooks Road, Suite B  
Rochester Hills, MI 48309

4.2 **Management.** The Company shall be initially managed by **Heller Investment Holdings, LLC.**

4.3 **Right to Rely on Member.** Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 **Authority to Designate Officers.** The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on **Schedule A** attached hereto, as may be amended from time to time.

4.5 **Liability of Member and Officers.** Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 Indemnification. The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

ARTICLE V
ACCOUNTING AND TAX MATTERS

5.1 Accounting Principles. The Company's financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 Returns and Other Elections. The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

ARTICLE VI
TRANSFERS; ADDITIONAL MEMBERS

6.1 Transferability of Membership Interest. The Member's Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: 
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: 
Name: Daryl Heller
Title: Manager
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, Tycoon | Operations 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>1 810</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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

Pete Elliott
Vice President
Cell (734) 664-0472
Ph (313) 964-3750
Fax (313) 964-3850
Pete@dieboldinsurance.com
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 Mariujana 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
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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller

   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.</td>
<td>Please see attached organization structure in Exhibit I</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I
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):

____________________________________________________________________

____________________________________________________________________
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 03/01/2021.

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?

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>
<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 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.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

9 824
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: [Signature]
Title: Authorized Member

Dated: 02/09/2021

If needed additional signatures:

Print Name: ____________________________
Title: ____________________________

Witness Signature:

[Signature]

Aaron Fogelman

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. □ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021 ________________________________

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: ________________________________

11826
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 ______ Daryl Heller ________ 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 48359.

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.

Dated: 02/09/2021

Print name: Daryl Heller
1. Type of Permit Requested:
   - Class “C” Grower Facility (medical)
   - Processing Center Facility (medical)
   - Safety Compliance Facility (medical)
   - Secured Transporter Facility (medical)
   - Class “A” Grower Facility (adult use)
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: ______________________________

2. Date and Time Application accepted by Orion Township:

   Date: ____________________  Time: ________________

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: ____________________
   □ $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 Tycoon I Operations, 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: February 1, 2021 (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.

1 834
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
Tycoon I Operations, LLC

Signature: ____________________________
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
School
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.

      ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 Pyrmethrin 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

<table>
<thead>
<tr>
<th>Mechanical</th>
</tr>
</thead>
<tbody>
<tr>
<td>PM20-0156</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
<td>MOLLCONE, JAMES P 14445 BARBER WARREN MI 48093</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Type of Construction:  
Occupancy Group:  
Edition of Code: 2015 MMC

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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</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 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.

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

Issued:  
Expires:  

Type of Construction: 2B  
Occupancy Group: F-1  

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM'L TENANT SPACE (COMPLETION// APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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 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.

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

Issued: 05/22/2020  
Expires: 11/18/2020  

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

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work Description: Wiring grow facility  
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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMA STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUB PANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

Printer:  
Fee Total: 0.00

Inspector:  
BILL HYDER  
(248) 866 3373  
electricinspector@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 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.

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

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

FIRE SUPPRESSION
PFS20-021

Type of Construction: ___________________________ Occupancy Group: _____________________________ Edition of Code: _____________________________

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Walled Lake MI 48390</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</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 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

Plumbing

PP20-083

Edition of Code:  2015 MPC

Type of Construction:  
Occupancy Group:  

LOCATION

180 PREMIER DR
C-09-35-477-001
Lot:

Plat/Sub:

Zoning: IV

APPLICANT

EDWARD LEE
631 OAKLAND AVENUE
PONTIAC MI 48342

OWNER

PREMIER DRIVE LLC
919 N MARKET ST STE 950
WILMINGTON DE 19801-3036

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS ( EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

Inspector:

TOM KATICH
(248) 343 2012
mnbinspector@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.
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 medium 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 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

Tycoon I Operations 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, etc. 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>
<th>Date Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

889
**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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
Halo RE, LLC
28.9% Member of Tycoon Holdings, LLC, con't from page 1

- Heller Investment Holdings, LLC
  20.22%
- Fred E. Clark
  21.14%
- Jerry Hostetter
  2.12%
- Hostetter Family Trust
  1.41%
- BOS Family Trust dated 3/1/94
  8.22%
- Brandt Agricultural, LLC
  10.22%
- Ryan Jurdt
  12.00%

- THC Venture Capital, LLC
  24.67%

- Heller Capital Group, LLC
  62.50%
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The identification number assigned by the Bureau is: 802483853
The name of the limited liability company is: HELLER INVESTMENT HOLDINGS, LLC
The date of filing the original Articles of Organization was: 7/17/2020

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is:
TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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:       CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address:   601 ABBOT ROAD
   Apt/Suite/Other:
   City:          EAST LANSING
   State:       MI
   Zip Code:   48823
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City:          EAST LANSING
   State:       MI
   Zip Code:   48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td>897</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.
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941
01/31/2021

Form 940
01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 558, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. 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: 07-31-2020
EMPLOYER IDENTIFICATION NUMBER: 85-2192285
FORM: SS-4

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

TYCOON I OPERATIONS LLC
DARYL HELLER SOLE MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is entered into and made effective as of July 22, 2020 (the “Effective Date”) by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the “Company”), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the “Member”).

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Michigan Limited Liability Company Act, as amended.

“Business” means the principal business of the Company, which shall be to own and manage investments.

“Capital Contribution” means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

“Certificate” means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.


“Interest” means the Member’s entire interest in the Company.
"Person" means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company's receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 Indemnification. The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

ARTICLE V
ACCOUNTING AND TAX MATTERS

5.1 Accounting Principles. The Company's financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 Returns and Other Elections. The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

ARTICLE VI
TRANSFERS; ADDITIONAL MEMBERS

6.1 Transferability of Membership Interest. The Member's Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: ____________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: ____________________________
Name: Daryl Heller
Title: Manager

Signature Page to Operating Agreement of Tycoon Holdings
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, Tycoon I Operations 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>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>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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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 12, 2021
RE: PC-2021-__, Tycoon I, LLC, Ordinance 154 Applications

As requested, I am providing suggested motions for the abovementioned projects. Please feel free to modify the language. The verbiage below could substantially change based upon the Planning Commission's 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 THE MEDICAL CLASS “C” GROWING FACILITIES FOR PC-2021-10 THROUGH PC-2021-17 AND PC-2021-32 THROUGH 35. EACH CASE REQUIRES A SEPARATE MOTION.

Ordinance #154 – Medical Class “C” Growing Facilities

I move to grant/not grant approval of the application, as required per Ord. #154, for PC-2021-__, Tycoon I, LLC, for a Medical Class “C” growing facility, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the finds of fact that the operation does/does not meet the following location requirements:

- Is located in an 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:

1. 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 Medical Marihuana Licensing Board.

PLEASE NOTE: THIS SUGGESTED MOTION CAN BE USED FOR THE EXCESS GROW FACILITIES FOR PC-2021-18 THROUGH PC-2021-26. EACH CASE REQUIRES A SEPARATE MOTION.

Ordinance #154 – Excess Grow Facilities

I move to grant/not grant approval of the application, as required per Ord. #154, for PC-2021-__, Tycoon I, LLC, for an Excess Grow facility, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the finds of fact that the operation does/does not meet 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 serve as a road that also serves for residential zoning.

If motion is grant approval - conditioned upon:

1. 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 Medical Marihuana Licensing Board.

PLEASE NOTE: THIS SUGGESTED MOTION CAN BE USED FOR THE ADULT-USE CLASS “C” GROW FACILITIES FOR PC-2021-27 THROUGH PC-2021-31. EACH CASE REQUIRES A SEPARATE MOTION.

Ordinance #154 – Adult-Use Class “C” Grow Facility

I move to grant/not grant approval of the application, as required per Ord. #154, for PC-2021-__, Tycoon I, LLC, for an Adult-Use Class “C” Grow facility, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the finds of fact that the operation does/does not meet 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:

1. 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 Medical Marihuana Licensing Board.
CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2021-18
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Tycoon I Operations LLC
Request: Excess Grow
Date: February 12, 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
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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Haller
   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>Please see attached organization structure in Exhibit I</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I
   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):
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 03/01/2021.

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
haborage 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
“J”.
☑ 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: ______________________

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 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Sunday</strong></td>
</tr>
<tr>
<td>7am</td>
</tr>
<tr>
<td><strong>Monday</strong></td>
</tr>
<tr>
<td>7am</td>
</tr>
<tr>
<td><strong>Tuesday</strong></td>
</tr>
<tr>
<td>7am</td>
</tr>
<tr>
<td><strong>Wednesday</strong></td>
</tr>
<tr>
<td>7am</td>
</tr>
<tr>
<td><strong>Thursday</strong></td>
</tr>
<tr>
<td>7am</td>
</tr>
<tr>
<td><strong>Friday</strong></td>
</tr>
<tr>
<td>7am</td>
</tr>
<tr>
<td><strong>Saturday</strong></td>
</tr>
<tr>
<td>7am</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>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 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.

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

926
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: 

Witness Signature: 

Print Name: Date: Title: 

Dated: 02/09/2021

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.

☐ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

**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: __________________________________________
GENERAL – OFFICE USE ONLY

1. Type of Permit Requested:
   - Class “C” Grower Facility (medical) □
   - Processing Center Facility (medical) □
   - Safety Compliance Facility (medical) □
   - Secured Transporter Facility (medical) □
   - Class “A” Grower Facility (adult use) □
   - Marijuana Safety Compliance Facility (adult use) □

   Name of Applicant: ____________________________________________

2. Date and Time Application accepted by Orion Township:

   Date: ___________________________ Time: ________________________

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: ____________
   □ $5,000.00 Annual Permit Fee paid on: ____________

<table>
<thead>
<tr>
<th>Optional Inspections –To be Completed by Orion Township Clerks Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Department Inspection Date: ____________ Signed by: ____________</td>
</tr>
<tr>
<td>Police Department Inspection Date: ____________ Signed by: ____________</td>
</tr>
<tr>
<td>Fire Department Inspection Date: ____________ Signed by: ____________</td>
</tr>
</tbody>
</table>
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES

FOR A LICENSED MARIHUANA FACILITY

1. I __________ Daryl Heller 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 48359 __________.

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 no contest 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.

Dated: 02/09/2021

Print name: Daryl Heller
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 **Tycoon I Operations, 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:** February 1, 2021 (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
casually, 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**
Tycoon I Operations, LLC
Signature: 
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
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
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.

      ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 Pyr methrin 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

Mechanical
PM20-0156

LOCATION
180 PREMIER DR
O -09-35-477-001
Lot:
 Plat/Sub:
Zoning: IV

APPLICANT
MOLLCONE, JAMES P
14445 BARBER
WARREN MI 48093

OWNER
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

<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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</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 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.

I agree to this permit 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

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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 BRIGHTON MI 48116</td>
<td>919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM/L TENANT SPACE (COMPLETION#/APPLICATION)</td>
<td>1.00</td>
<td></td>
<td>100.00</td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

Fee Total: $60,000.00

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
# Electrical Inspection

**Location:** 180 Premier Dr  
Lot: 09-35-477-001

**Applicant:** Joshua Holdsworth  
1185 N Perry  
Pontiac MI 48340

**Owner:** PREMIER DRIVE LLC  
919 N MARKET ST STE 950  
WILMINGTON DE 19801-3036

**Type of Construction:** Wiring grow facility  
**Occupancy Group:**  
**Edition of Code:** 2018 NEC

<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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECTFIIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMM STANDAR Item</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

**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

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD BARRY</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>G -09-35-477-001</td>
<td>1111 Oakley Park RD STE 201</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Walled Lake MI 48390</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Work Description: Building B
Fire Suppression -

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 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

963
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>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD LEE</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001 Lot:</td>
<td>631 OAKLAND AVENUE</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>PONTIAC MI 48342</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

Fee Total: 0.00

Inspector:
TOM KATICH
(248) 343 2012
plmbs@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.
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 contamines, 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

Tycoon I Operations 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 key card 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 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 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

<table>
<thead>
<tr>
<th>The identification number assigned by the Bureau is:</th>
<th>802483853</th>
</tr>
</thead>
<tbody>
<tr>
<td>The name of the limited liability company is:</td>
<td>HELLER INVESTMENT HOLDINGS, LLC</td>
</tr>
<tr>
<td>The date of filing the original Articles of Organization was:</td>
<td>7/17/2020</td>
</tr>
</tbody>
</table>

Complete only those articles being amended.

**Article I**

The name of the limited liability company as amended, is:

TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)

2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City: EAST LANSING
   State: MI
   Zip Code: 48823

3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></td>
</tr>
</tbody>
</table>

999

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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
Date of this notice: 07-31-2020
Employer Identification Number: 05-21922B5
Form: SS-4
Number of this notice: CP 575 A
For assistance you may call us at: 1-800-829-6933
IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 05-21922B5. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.
* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

DATE OF THIS NOTICE: 07-31-2020
EMPLOYER IDENTIFICATION NUMBER: 85-2192285
FORM: SS-4

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

CP 575 A (Rev. 1-2013)  
0509908017

TYCOON I OPERATIONS LLC  
DARYL HELLER SOLE MBR  
2055 CROOKS RD STE B  
ROCHESTER HLS MI 48309  

1003
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is entered into and made effective as of July 22, 2020 (the “Effective Date”) by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the “Company”), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the “Member”).

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Michigan Limited Liability Company Act, as amended.

“Business” means the principal business of the Company, which shall be to own and manage investments.

“Capital Contribution” means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

“Certificate” means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.


“Interest” means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof; and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 Indemnification. The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

ARTICLE V
ACCOUNTING AND TAX MATTERS

5.1 Accounting Principles. The Company's financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 Returns and Other Elections. The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

ARTICLE VI
TRANSFERS; ADDITIONAL MEMBERS

6.1 Transferability of Membership Interest. The Member's Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
Dissolution and Liquidation

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
Miscellaneous Provisions

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 ** Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: ________________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: ________________________________
Name: Daryl Heller
Title: Member
CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2021-19
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Tycoon I Operations LLC
Request: Excess Grow
Date: February 12, 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 Mariujana 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
Charter Township of Orion

2325 Joslyn Rd., Lake Orion MI 48360
www.oriontownship.org

ORION ORDINANCE 154 INITIAL PERMIT APPLICATION
Orninance 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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller

   Address of Applicant: 2055 Crooks Rd, Suite B

   Rochester Hills, MI 48309

   Phone Number: 248.920.8770

   Email Address: licensing@glorioustcanna.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.

1014
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Please see attached organization structure in Exhibit I</strong></td>
<td></td>
<td></td>
<td></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. <strong>N/A</strong></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:** Please see Organization Structure in Exhibit I
   **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
test
Penny Shuitts  
Clerk of the Charter Township of Orion  
2525 Joslyn Rd  
Lake Orion, Michigan 48360

Re: Marihuana Facility Permit Application  
Pure Green, LLC Transition to Tycoon I Operations, LLC  
Adult-Use Class C Grow 1 of 5

Dear Madam Clerk:

Please find attached the application representing the transition from Pure Green, LLC to Tycoon I Operations, LLC and the email correspondence from the MRA granting approval of the transfer.

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 Soujoud Hamade either by phone at (313) 715-1104 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,

[Signature]

Daryl Heller  
Authorized Member
Aaron,

Please see the below exchange with the MRA Analyst who manages all license transfers.

Regards,
Lance

From: Linderman, Jacob (LARA) <LindermanJ2@michigan.gov>
Sent: Monday, February 8, 2021 4:12 PM
To: Boldrey, R. Lance <LBoldrey@dykema.com>
Subject: RE: VERY quick Pure Green/Tycoon question

*** EXTERNAL ***

Lance,

Yes overlapping municipal approvals are expected in this case as we anticipate Pure Green to continue operation as normal until the closing of the deal and issuing of new licenses to Tycoon. In order to move forward in the step 2 application process Tycoon would need to receive municipal approval for a location that already has municipal approval as it is a current operator, as we could not issue a license without municipal approval.

This is a normal and expected part of the process, each municipality has different ordinances so it makes it difficult to substantiate what the process may be per municipality, as some will transfer the approval and others just offer a different approval.

The dual municipal approvals are a completely normal and necessary step in the process for an asset purchase in order to allow the current operator to perform business as usual until the close of the transaction and to allow the new operator a smooth transition into the facility.

Thanks,

Jake Linderman, MBA
Departmental Analyst
Licensing Section
Licensing Division
Marijuana Regulatory Agency
Availability: Monday-Friday 8:00-4:30

Direct: 517-284-8565  
Office: 517-284-8599  
http://www.michigan.gov/MRA

From: Boldrey, R. Lance <r.boldrey@dykema.com>  
Sent: Monday, February 8, 2021 4:05 PM  
To: Linderman, Jacob (LARA) <j.linderman@lara.michigan.gov>  
Subject: VERY quick Pure Green/Tycoon question

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Jake,

On the impending sale of a business application for Pure Green to Tycoon, the Township has some concern that issuing a local permit to Tycoon while Pure Green is still operating would create an issue with MRA. Obviously, we need to have a signed municipal attestation in favor of Tycoon to file as part of the Step 2 for the transaction, and then upon MRA approval and the closing, Tycoon will be the operator at the location. To me, that means that even though the MRA will not allow two operators in the same space at the same time, having overlapping municipal approval (so PG can continue to operate while MRA processes the ownership change) is not only acceptable, but necessary.

Is that your view as well?

Thanks!

Best,
Lance
*** Notice from Dykema Gossett PLLC: This Internet message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom it is addressed. If you have received this in error, please (1) do not forward or use this information in any way; and (2) contact me immediately. Neither this information block, the typed name of the sender, nor anything else in this message is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.
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: Tycoon I Operations, LLC  
Authorized Signer (of not an individual): Daryl Heller
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.

1024
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></td>
<td></td>
<td></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: Please see Organization Structure in Exhibit 1
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):__________________________

_________________________________________________________________________________________

1027
Penny Shults  
Clerk of the Charter Township of Orion  
2525 Joslyn Rd  
Lake Orion, Michigan 48360

Re: Marihuana Facility Permit Application; Tycoon I Operations, LLC  
180 Premier Drive, Orion Charter Township, MI 48339  
Medical Class C Grow 1 of 4

Dear Madam Clerk:

Please find attached a Marihuana Facility Permit Application and all exhibits for four Medical Class C Grow permits to operate at 180 Premier Drive, Orion Charter Township, MI 48339.

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 Soujoud Hamade either by phone at (313) 715-1104 or by email at licensing@gloriuscanna.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,

[Signature]

Daryl Heller  
Authorized Member
Charter Township of Orion
2525 Joslyn Rd., Lake Orion MI 48360
www.oriontownship.org

Phone: (248) 391-0304
Fax: (248) 391-9984

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 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: Tycoon I Operations, LLC 
   Authorized Signer (of not an individual): Daryl Heller

   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.</td>
<td>Please see attached organization structure in Exhibit 1</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit 1
   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

1032
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 03/01/2021.

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 place of 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>
<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 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

1037
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:

Print Name: [Signature]
Title: Authorized Member

Witness Signature:

Print Name: [Signature]
Title: [Signature]

Dated: 02/09/2021

If needed additional signatures:

Print Name: [Signature]
Title: [Signature]

Print Name: [Signature]
Title: [Signature]
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. □ Document Attached. If not, why not: **Not submitted yet. Expected 03/01/2021**

**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: ____________________________________________
Optional Inspections — To be Completed by Ottoman Township Clerk's Office

☐ $5,000.00 Annual Permit Fee paid on:

☐ $5,000.00 Non-Refundable Initial Application Fee paid on:

Trustees in their Schedule of Fees.
Annual renewal fee will be in the amount set by resolution of the Township Board of
Permit Fee ($1,000.00 Local). The annual permit fee is refundable if permit is denied. The
Initial Application shall include nonrefundable $5,000 application fee and $5,000 annual

Date:

Time:

2. Date and Time Application accepted by Ottoman Township:

Name of Applicant:

☐ Marijuana Safety Compliance Facility (adult use)
☒ Class "A" Flower Facility (adult use)
☐ Security Transporter Facility (medical)
☐ Safety Compliance Facility (medical)
☐ Processing Center Facility (medical)
☐ Class "C" Flower Facility (medical)

1. Type of Permit Requested:

GENERAL - OFFICE USE ONLY
Additional Documents:

1. Copy of Articles of Incorporation or Limited Liability Company or Partnership Agreement or Assumed Name Certificate.
2. Copy of Internal Revenue Service SS-4 EIN Confirmation Letter.
3. Copy of Operating Agreement for LLC or Bylaws of Corporation or Partnership.
5. Proof of Insurance Showing Compliance with Township Ordinance.
6. Executed Affidavit of Stockholder.
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I _______ Daryl Heller ___________ 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 48359 _______.

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.

Dated: 02/09/2021

Print name: Daryl Heller
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 Tycoon I Operations, 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: February 1, 2021 (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
Tycoon I Operations, LLC

Signature:

Name: Daryl Heller

Title: Authorized Member
D. Zoning Survey
Church
Residents
School

Measure distance
Click on the map to add to your path
Total distance: 1.02 mi (1.65 km)
F. Operations Plan
TYCOON I OPERATIONS, LLC

BUSINESS & OPERATIONS PLAN

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.

   ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 Pyrmethurin 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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


LOCATION                          APPLICANT                         OWNER

180 PREMIER DR                   MOLLICONE, JAMES P               PREMIER DRIVE LLC
O -09-35-477-001                 14445 BARBER                   919 N MARKET ST STE 950
Lot:                             WARREN MI 48093                 WILMINGTON DE 19801-3036

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

<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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</table>

Fee Total: 6,875.00

Inspector:

BRIAN CLAYCOMB
(248) 830 9005
mechinspector@oriento Township.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


LOCATION  APPLICANT  OWNER

180 PREMIER DR  Lot:
O -09-35-477-001
Plat/Sub:

Zoning: IV

BIVAR CONSTRUCTION COMPANY
7258 KENSINGTON ROAD
BRIGHTON MI 48116

PREMIER DRIVE LLC
919 N MARKET ST STE 950
WILMINGTON DE 19801-3036

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COML TENANT SPACE (COMPLETION//APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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
1072

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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>Joshua Holdsworth</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O -09-35-477-001 Lot:</td>
<td>1185 N Perry</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Pontiac MI 48340</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work Description: Wiring grow facility
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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMA STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

Fee Total: 0.00

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

I, the builder, 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
1073
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: ____________________

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</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 950 WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</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 permit. 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

1074
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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
<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>
</tr>
</tbody>
</table>

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

<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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

Inspector: 
TOM KATICH
(248) 343 2012
plminspectorgt@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 certified that the proposed work is authorized by the owner to make this application at 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 marijuana 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 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

Tycoon I Operations 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 keypad 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, end 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 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
Halo RE, LLC
28.9% Member of Tycoon
Holdings, LLC, cont' from
page 1

Heller Investment
Holdings, LLC
20.22%

Fred E. Clark
21.14%

Jerry
Hostetler
2.12%

Hostetter
Family Trust
1.41%

BOS Family
Trust dated
3/1/94
8.22%

Brandt
Agricultural,
LLC 10.22%

Ryan Jundt
12.00%

THC Venture Capital, LLC
24.67%

Heller Capital Group, LLC
62.50%
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

<table>
<thead>
<tr>
<th>The identification number assigned by the Bureau is:</th>
<th>802483853</th>
</tr>
</thead>
<tbody>
<tr>
<td>The name of the limited liability company is:</td>
<td>HELLER INVESTMENT HOLDINGS, LLC</td>
</tr>
<tr>
<td>The date of filing the original Articles of Organization was:</td>
<td>7/17/2020</td>
</tr>
</tbody>
</table>

Complete only those articles being amended.

**Article I**

| The name of the limited liability company as amended, is: | TYCOON I OPERATIONS, LLC |

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I
The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II
Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823

3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V
(Inset any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></td>
</tr>
</tbody>
</table>

1110

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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 550, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

Date of this notice: 07-31-2020
Employer Identification Number: 85-2192285
Form: SS-4
Number of this notice: CP 575 A
For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. 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: 07-31-2020
EMPLOYER IDENTIFICATION NUMBER: 85-2192285
FORM: SS-4
NOBDD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

TYCOON I OPERATIONS LLC
DARYL HELLER SOLE MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309

1114
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into and made effective as of July 22, 2020 (the "Effective Date") by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the "Company"), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the "Member").

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Michigan Limited Liability Company Act, as amended.

"Business" means the principal business of the Company, which shall be to own and manage investments.

"Capital Contribution" means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

"Certificate" means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Interest" means the Member’s entire interest in the Company.
"Person" means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC—Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (e) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company's receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

**ARTICLE V**

**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company's financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**

**TRANSFERS; ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member's Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
Dissolution and Liquidation

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
Miscellaneous Provisions

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: 
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: 
Name: Daryl Heller
Title: Manger
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, Tycoon I Operations 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>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>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>
07/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2021-20
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Tycoon I Operations LLC
Request: Excess Grow
Date: February 12, 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
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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller
   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.</td>
<td>Please see attached organization structure in Exhibit I</td>
<td></td>
<td></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.

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

Name: Please see Organization Structure in Exhibit I
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 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 03/01/2021.

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?

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. 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

26. 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: _____________________________
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>
<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 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.

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

9 1138
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: 

Witness Signature: Aaron Fogleman

Print Name: Dave Keller
Title: Authorized Member

Dated: 02/09/2021

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.
□ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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: ________________________________
1. Type of Permit Requested:
   - Class “C” Grower Facility (medical) □
   - Processing Center Facility (medical) □
   - Safety Compliance Facility (medical) □
   - Secured Transporter Facility (medical) □
   - Class “A” Grower Facility (adult use) □
   - Marijuana Safety Compliance Facility (adult use) □

   Name of Applicant: __________________________________________

2. Date and Time Application accepted by Orion Township:
   Date: ________________________________ Time: _________________

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: _________________
   - □ $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: __________________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I_____________Daryl Heller______________ 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 48359.

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.

Dated: 02/09/2021

Print name: Daryl Heller
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 Tycoon I Operations, 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: February 1, 2021
(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 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: [Signature]

Name: [Daryl Heller]

Title: [Owner]

TENANT
-Tycoon-I-Operations, LLC

Signature: [Signature]

Name: [Daryl Heller]

Title: [Authorized Member]
D. Zoning Survey
Church

Measure distance
- Click on the map to add to your path

Total distance: 1,846.32 ft (562.76 m)
Residents

Measure distance
Click on the map to add to your path
Total distance: 2,649.40 ft (807.54 m)
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.

      ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 on site;
         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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

PM20-0156

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

LOCATION
180 PREMIER DR
O-09-35-477-001
Lot:

APPLICANT
MOLLICONE, JAMES P
14445 BARBER
WARREN MI 48093

OWNER
PREMIER DRIVE LLC
919 N MARKET ST STE 950
WILMINGTON DE 19801-3036

Plat/Sub:
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

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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</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.

I certify this work will not be started until the following inspections have been completed:

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET
1172
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 |


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot: 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>
<td></td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM'L TENANT SPACE COMPLETION APPLICATION</td>
<td></td>
<td>1.00</td>
<td>100.00</td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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
# Permit Information

**Location:** 180 Premier Dr
- **Lot:** Lot: 06-35-477-001
- **Plat/Sub:** Plat/Sub: 1185 N Perry
- **Zoning:** Zoning: IV

**Applicant:** Joshua Holdsworth
- **Address:** Pontiac, MI 48340

**Owner:** PREMIER DRIVE LLC
- **Address:** 919 N Market St STE 950
  - WILMINGTON DE 19801-3036

**Work Description:** Wiring grow facility

**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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMA STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

**Fee Basis:**

**Fee Total:** $0.00

---

**Inspector:**
- **Name:** BILL HYDER
- **Phone:** (248) 866 3373
- **Email:** 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.

---

**NOTICE:**

**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  

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR G-69-35-477-001 Lot:</td>
<td>EDWARD BARRY 111: Oakley Park RD STE 201 Walled Lake MI 48390</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
</tr>
</tbody>
</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 null and void if work is not started within 30 days, or if work is suspended or abandoned for a period of 30 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

PLUMBING

PP20-083

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

Type of Construction:  
Occupancy Group:  
Edition of Code:  2015 MPC

LOCATION

180 PREMIER DR
Lot:  
O-09-35-477-001
Plat/Sub:  
Zoning: IV

APPLICANT

EDWARD LEE
631 OAKLAND AVENUE
PONTIAC MI 48342

OWNER

PREMIER DRIVE LLC
919 N MARKET ST STE 950
WILMINGTON DE 19801-3036

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</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 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 & CONDITIONS.
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 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

Tycoon I Operations 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 materials 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
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, etc. 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1203
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

<table>
<thead>
<tr>
<th>The identification number assigned by the Bureau is:</th>
<th>802483853</th>
</tr>
</thead>
<tbody>
<tr>
<td>The name of the limited liability company is:</td>
<td>HELLER INVESTMENT HOLDINGS, LLC</td>
</tr>
<tr>
<td>The date of filing the original Articles of Organization was:</td>
<td>7/17/2020</td>
</tr>
</tbody>
</table>

Complete only those articles being amended.

**Article I**

The name of the limited liability company as amended, is:

TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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

1209
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

for

TYCOON | OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I
The name of the limited liability company is:
HELLER INVESTMENT HOLDINGS, LLC

Article II
Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City: EAST LANSING
   State: MI
   Zip Code: 48823
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V
(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)
THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed the 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td>1211</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.
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

HELDER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 558, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only once and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is entered into and made effective as of July 22, 2020 (the “Effective Date”) by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the “Company”), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the “Member”).

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Michigan Limited Liability Company Act, as amended.

“Business” means the principal business of the Company, which shall be to own and manage investments.

“Capital Contribution” means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

“Certificate” means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.


“Interest” means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 Indemnification. The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys’ fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

ARTICLE V
ACCOUNTING AND TAX MATTERS

5.1 Accounting Principles. The Company’s financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 Returns and Other Elections. The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

ARTICLE VI
TRANSFERS; ADDITIONAL MEMBERS

6.1 Transferability of Membership Interest. The Member’s Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company's property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By:  
Name: Daryl Heller  
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By:  
Name: Daryl Heller  
Title: Manager

Signature Page to Operating Agreement of Tycoon Holdings
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, Tycoon I Operations 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>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>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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:   PC-2021-21
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Tycoon I Operations LLC
Request: Excess Grow
Date: February 12, 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 Mariujana 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
Charter Township of Orion

2351 Joslyn 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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller

   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.

1230
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>Please see attached organization structure in Exhibit I</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I
   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 Council 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 at 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): ______________________________

1233
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 attorney from the municipality.**  
We expect to submit our application with the state by 03/01/2021.  

15. Is consumption and/or use of marijuana 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

1235
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

c) 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>
<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 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.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

1238
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: 

Witness Signature: 

Print Name: [Name]
Title: [Title]

Dated: 02/09/2021

If needed additional signatures:

Print Name: [Name]
Title: [Title]

Print Name: [Name]
Title: [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.
☐ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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:

1240
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 ___________________________ 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.

Dated: 02/09/2021

Print name: Daryl Heller
1. Type of Permit Requested:
   - Class “C” Grower Facility (medical)
   - Processing Center Facility (medical)
   - Safety Compliance Facility (medical)
   - Secured Transporter Facility (medical)
   - Class “A” Grower Facility (adult use)
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: ____________________________

2. Date and Time Application accepted by Orion Township:

   Date: _______ Time: ____________

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: ____________________________

   □ $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 Tycoon I Operations, 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: February 1, 2021 (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: [Signature]
Name: Daryl Heller
Title: Owner

TENANT
Tycoon I Operations, LLC
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
School
F. Operations Plan
Tycoon 1 Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon 1 Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.
   
   ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

Type of Construction: Mechanical
Edition of Code: 2015 MMC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>PB20-047</th>
</tr>
</thead>
</table>

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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O -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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Zoning: IV</td>
<td></td>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM'L TENANT SPACE (COMPLETION) APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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.

1273

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET
**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

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
</table>
| 180 PREMIER DR  
O-09-35-477-001  
Lot: | Joshua Holdsworth  
1185 N Perry  
Pontiac MI 48340 | PREMIER DRIVE LLC  
919 N MARKET ST STE 950  
WILMINGTON DE 19801-3036 |
| Plat/Sub: | | |

**Zoning:** IV

**Work Description:** Wiring grow facility

**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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFER/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECTOR FIXTURES</td>
<td></td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMB STANDARD ITEM</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

**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**
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:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
</table>
| 180 PREMIER DR  
O-09-35-477-001  
Plat/Sub: | EDWARD BARRY  
1111 Oakley Park RD STE 201  
Walled Lake MI 48390 | PREMIER DRIVE LLC  
919 N MARKET ST STE 950  
WILMINGTON DE 19801-3036 |

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

1275
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>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001</td>
<td>EDWARD LEE</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>631 OAKLAND AVENUE PONTIAC MI 48342</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
</tbody>
</table>

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

Fee Total: 0.00

Inspector:

TOM KATICH
(248) 343 2012
plmbinspectors@orion township.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. I am 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 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

Tycoon I Operations 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
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.
• 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
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 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.
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:
  - 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.
• 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
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1303</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page 42 | 44
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
Halo RE, LLC
28.9% Member of Tycoon Holdings, LLC, con't from page 1

- Heller Investment Holdings, LLC 20.22%
- Fred E. Clark 21.14%
- Jerry Hostetter 2.12%
- Hostetter Family Trust 1.41%
- BOS Family Trust dated 3/1/94 8.22%
- Brandt Agricultural, LLC 10.22%
- Ryan Jundt 12.00%

THC Venture Capital, LLC 24.67%

Heller Capital Group, LLC 62.50%
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The identification number assigned by the Bureau is: 802483853
The name of the limited liability company is: HEller INVESTMENT HOLDINGS, LLC
The date of filing the original Articles of Organization was: 7/17/2020

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is: TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if “Other” was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
1310
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 Articles:

Article I
The name of the limited liability company is:

HELLENS INVESTMENT HOLDINGS, LLC

Article II
Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   City: EAST LANSING
   State: MI
   Zip Code: 48823
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V
(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>1311</td>
<td>Organizer</td>
</tr>
</tbody>
</table>
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
1312
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

<table>
<thead>
<tr>
<th>Form</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>941</td>
<td>01/31/2021</td>
</tr>
<tr>
<td>940</td>
<td>01/31/2021</td>
</tr>
</tbody>
</table>

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 558, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
Keep this part for your records. CP 575 A (Rev. 1-2013)

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: 07-31-2020
EMPLOYER IDENTIFICATION NUMBER: 85-2192285
FORM: 55-4

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

TYCOON I OPERATIONS LLC
DARYL HELLEF SOLE MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into and made effective as of July 22, 2020 (the "Effective Date") by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the "Company"), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the "Member").

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Michigan Limited Liability Company Act, as amended.

"Business" means the principal business of the Company, which shall be to own and manage investments.

"Capital Contribution" means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

"Certificate" means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Interest" means the Member’s entire interest in the Company.
"Person" means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV

MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

**ARTICLE V**

**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company’s financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**

**TRANSFERS; ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member’s Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.

1320
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: ____________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: ____________________________
Name: Daryl Heller
Title: Manger

Signature Page to Operating Agreement of Tycoon Holdings
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, Tycoon I Operations 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>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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:   PC-2021-22
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Tycoon I Operations LLC
Request: Excess Grow
Date: February 12, 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 Mariujana 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
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: Tycoon I Operations, LLC  
   Authorized Signer (of not an individual): Daryl Heller  
   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.
### Name and Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Please see attached organization structure in Exhibit I</td>
<td></td>
<td></td>
<td></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:** Please see Organization Structure in Exhibit I
   **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 in 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 03/01/2021.

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 

☐ 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: __________________________
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>
<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 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 1337
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:  

Print Name: Dave Fisher  
Title: Authorized Member

Witness Signature:  

Print Name: Aaron Fogleman

Dated: 02/09/2021

If needed additional signatures:

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.
□ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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 ______________________ 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 48359

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.

Dated: 02/09/2021

Print name: Daryl Heller
1. Type of Permit Requested:
   - Class “C” Grower Facility (medical)
   - Processing Center Facility (medical)
   - Safety Compliance Facility (medical)
   - Secured Transporter Facility (medical)
   - Class “A” Grower Facility (adult use)
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: ________________________________

2. Date and Time Application accepted by Orion Township:

   Date: _______________ Time: _______________

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: _________________________

   □ $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 Tycoon I Operations, 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: February 1, 2021
(c) Termination date: October 31, 2030
(d) Options: 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 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
Tycoon I Operations, LLC
Signature: ____________________________
Name:  Daryl Heller
Title:  Authorized Member
D. Zoning Survey
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.

     ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
iii. The members, owners, directors, officers, and managers of Applicant meet all eligibility requirements to own and operate a marijuana 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 marijuana 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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 Marijuana Facility License for a Grower.

vii. In addition to complying with the Orion Township Ordinance Authorizing and Permitting Commercial Marijuana 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 24 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

Type of Construction:_________________ Occupancy Group:_________  Edition of Code: 2015 MMC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>MOLLICONE, JAMES P</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>14445 BARBER</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>WARREN MI 48093</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td></td>
<td>Zoning: IV</td>
<td></td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</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 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
1371

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>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR 0-09-35-477-001 Lot:</td>
<td>BIVAR CONSTRUCTION COMPANY 7258 KENSINGTON ROAD BRIGHTON MI 48116</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL COM'L TENANT SPACE (COMPLETION/ APPLICATION</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt; PERMIT FEE</td>
<td></td>
<td>1.00</td>
<td>100.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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 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:  
Occupancy Group:  
Edition of Code:  2018 NEC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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 19801-3036</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Zoning: IV</td>
<td></td>
</tr>
</tbody>
</table>

**Work Description:** Wiring grow facility
**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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT/FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMN STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

**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
2325 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:  Occuaption Group:  Edition of Code:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Walled Lake MI 48390</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Stipulations:
Estimated Cost: 50 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.

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

PP20-083

Type of Construction: 
Occupancy Group: 
Edition of Code: 2015 MPC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR Lot: EDWARD LEE 631 OAKLAND AVENUE PONTIAC MI 48342</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
<td></td>
</tr>
<tr>
<td>0-09-35-477-001 Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

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 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 marijuana 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 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

Tycoon I Operations 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, equipped 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:

  o 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.
  o A backup power supply system that immediately provides power in the event of a power outage.
  o Main system operating equipment is kept in the Main Office Surveillance/IT Room, a limited access area.
  o 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>
<th>Date Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1402
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
Halo RE, LLC
28.9% Member of Tycoon Holdings, LLC, cont’ from page 1

Hyeon Jun and
12.00%

Brandt Agricultural, ILC 10.27%

BOS Family Trust, dated 3/1/94
8.22%

Hostetter Family Trust
1.41%

Jerry Hostetter
21.14%

Fred E. Clark
21.14%

Heller Investment Holdings, LLC
20.22%

THC Venture Capital, LLC
24.67%

Heller Capital Group, LLC
62.50%
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The identification number assigned by the Bureau is: 802483853
The name of the limited liability company is: HELDER INVESTMENT HOLDINGS, LLC
The date of filing the original Articles of Organization was: 7/17/2020

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is: TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I

The name of the limited liability company is:

HELLE INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823

3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if “Other” was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td>1410</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.
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483653

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
Date of this notice: 07-31-2020
Employer Identification Number: 85-2192285
Form: SS-4
Number of this notice: CP 575 A
For assistance you may call us at: 1-800-829-4933
IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

<table>
<thead>
<tr>
<th>Form</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>941</td>
<td>01/31/2021</td>
</tr>
<tr>
<td>940</td>
<td>01/31/2021</td>
</tr>
</tbody>
</table>

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

TYCOON I OPERATIONS LLC
DARYL HELLER SOLE MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is entered into and made effective as of July 22, 2020 (the “Effective Date”) by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the “Company”), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the “Member”).

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Michigan Limited Liability Company Act, as amended.

“Business” means the principal business of the Company, which shall be to own and manage investments.

“Capital Contribution” means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

“Certificate” means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.


“Interest” means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV

MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company's receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys’ fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

**ARTICLE V**

**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company’s financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**

**TRANSFERS; ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member’s Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: 
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: 
Name: Daryl Heller
Title: Manager
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, Tycoon | Operations 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>
02/09/2021

To Whom It May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:   PC-2021-23
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Tycoon I Operations LLC
Request: Excess Grow
Date: February 12, 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 Mariujana 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
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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller
   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.
<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>Please see attached organization structure in Exhibit I</td>
<td></td>
<td></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.

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

- **Name:** Please see Organization Structure in Exhibit I
- **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

1430
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 03/01/2021.

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

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

17. Will all Marijuana 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 1432
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?

☐ 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 “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>
<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 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.

__________________________________________________________

__________________________________________________________

__________________________________________________________

1436
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: [Signature]
Title: Authorized Member

Dated: 02/09/2021

If needed additional signatures:

Print Name: [Signature]
Title: [Signature]

Witness Signature:

[Signature]

Print Name: [Signature]
Title: [Signature]
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.
☐ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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: 

1439
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I __________ Daryl Heller __________ 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 48359.

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.

Dated: 02/09/2021

Print name: Daryl Heller
GENERAL – OFFICE USE ONLY

1. Type of Permit Requested:
   Class “C” Grower Facility (medical) □
   Processing Center Facility (medical) □
   Safety Compliance Facility (medical) □
   Secured Transporter Facility (medical) □
   Class “A” Grower Facility (adult use) □
   Marijuana Safety Compliance Facility (adult use) □

   Name of Applicant: ________________________________

2. Date and Time Application accepted by Orion Township:
   Date: ___________________ Time: ______________

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: __________________
   □ $5,000.00 Annual Permit Fee paid on: ______________

Optional Inspections – To be Completed by Orion Township Clerk’s 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 Tycoon I Operations, 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: February 1, 2021 (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 no, 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: [Signature]
Name: Daryl Heller
Title: Owner

TENANT
-Tycoon-I Operations, LLC

Signature: [Signature]
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
Residents

Measure distance
Click on the map to add to your path.
Total distance: 2,649.40 ft (807.54 m)

Ajax Materials plant #5
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.
      ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 Pymethrin 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

Mechanical
PM20-0156

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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>MOLLICONE, JAMES P</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>14445 BARBER</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>WARREN MI 48093</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</table>

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

Fee Total: 6,875.00

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 Joslyn Rd  Lake Orion, MI 48360  PHI 248.391.0304 Ext 6000

BUILDING DEPARTMENT

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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O -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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Zoning: IV</td>
<td></td>
</tr>
</tbody>
</table>

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

Stipulations:

Estimated Cost: $600,000.00

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM'L TENANT SPACE (COMPLETION)/ APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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 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: Electrical
Edition of Code: 2018 NEC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>Joshua Holdsworth</td>
<td></td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>1185 N Perry</td>
<td></td>
</tr>
<tr>
<td>Lot:</td>
<td>Pontiac MI 48340</td>
<td></td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td>PREMIER DRIVE LLC</td>
<td></td>
</tr>
<tr>
<td></td>
<td>919 N MARKET ST STE 950</td>
<td></td>
</tr>
<tr>
<td></td>
<td>WILMINGTON DE 19801-3036</td>
<td></td>
</tr>
</tbody>
</table>

Work Description: Wiring grow facility

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HF Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT Fixtures</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMN STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

Fee Total: 0.00

Inspector:
BILL HYDER
(248) 866 3373
elecinspecton@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.

1472

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET
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

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
</table>
| 180 PREMIER DR  
O: 09-25-677-001  
Plt/Sub: | EDWARD BARRY  
1111 Oakley Park RD STE 201  
Walled Lake MI 48390 | PREMIER DRIVE LLC  
919 N MARKET ST STE 950  
WILMINGTON DE 19801-3036 |

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.

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

1473
## 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

---

### Type of Construction:

|------------------|---------------------------|

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
</table>

| 180 PREMIER DR O-09-35-477-001 | EDWARD LEE 631 OAKLAND AVENUE PONTIAC MI 48342 | PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036 |

**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

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
</tr>
</thead>
</table>

| ONLINE PERMIT FEE | ONLINE PERMIT FEE | 1.00 | 2.00 |
| BACKFLOW PREVENTER (ANY SIZE) | ITEMIZED | 2.00 | 50.00 |
| HOSE BIBB | ITEMIZED | 13.00 | 143.00 |
| HUMIDIFIER | ITEMIZED | 8.00 | 88.00 |
| FLOOR DRAIN/ROOF DRAIN | ITEMIZED | 30.00 | 600.00 |
| SHOWER TRAP | ITEMIZED | 6.00 | 66.00 |
| STACK/STACK/AUTO-VENT | ITEMIZED | 20.00 | 220.00 |
| WATER CLOSET | ITEMIZED | 7.00 | 77.00 |
| URINAL | ITEMIZED | 2.00 | 22.00 |
| WATER DISTRIBUTION 3" | DISTRIBUTION | 1.00 | 75.00 |
| PUMPS (EJECTOR, SUMPS, OR WELL) | ITEMIZED | 2.00 | 22.00 |
| SINK (ANY TYPE) | ITEMIZED | 9.00 | 99.00 |
| PRESSURE TEST | ITEMIZED | 3.00 | 105.00 |
| LAVATORY | ITEMIZED | 8.00 | 88.00 |
| WATER HEATER | ITEMIZED | 1.00 | 11.00 |
| ADDITIONAL 100 FT. | DISTRIBUTION | 1,000.00 | 200.00 |
| ADDITIONAL 100 FT. | DISTRIBUTION | 500.00 | 100.00 |

**Fee Total:** 200.00

---

**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 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 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

Tycoon I Operations 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
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 climate-controlled 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.
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 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 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.
• 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 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.
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1501
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
Halo RE, LLC
28.9% Member of Tycoon Holdings, LLC, con't from page 1

- Heller Investment Holdings, LLC 20.22%
- Fred E. Clark 21.14%
- Jerry Hostetter 2.12%
- Hostetter Family Trust 1.41%
- BOS Family Trust dated 3/1/94 8.22%
- Brandt Agricultural, LLC 10.22%
- Ryan Jundt 12.00%

THC Venture Capital, LLC 24.67%

Heller Capital Group, LLC 62.50%
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

<table>
<thead>
<tr>
<th>The identification number assigned by the Bureau is:</th>
<th>602483853</th>
</tr>
</thead>
<tbody>
<tr>
<td>The name of the limited liability company is:</td>
<td>HELLER INVESTMENT HOLDINGS, LLC</td>
</tr>
<tr>
<td>The date of filing the original Articles of Organization was:</td>
<td>7/17/2020</td>
</tr>
</tbody>
</table>

Complete only those articles being amended.

**Article I**

The name of the limited liability company as amended, is:

TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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:    CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City:        EAST LANSING
   State:       MI
   Zip Code: 48823

3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City:        EAST LANSING
   State:       MI
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></td>
</tr>
</tbody>
</table>
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941
01/31/2021

Form 940
01/31/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your financial institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is entered into and made effective as of July 22, 2020 (the “Effective Date”) by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the “Company”), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the “Member”).

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Michigan Limited Liability Company Act, as amended.

“Business” means the principal business of the Company, which shall be to own and manage investments.

“Capital Contribution” means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

“Certificate” means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.


“Interest” means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys’ fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

**ARTICLE V**

**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company’s financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**

**TRANSFERS; ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member’s Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 Heirs, Successors and Assigns. The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: [Signature]
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: [Signature]
Name: Daryl Heller
Title: Manager

Signature Page to Operating Agreement of Tycoon Holdings
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, Tycoon I Operations 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 1521</td>
<td>$50,000</td>
</tr>
<tr>
<td>Position</td>
<td>Quantity</td>
<td>Pay 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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

Pete Elliott
Vice President
Cell (734) 664-0472
Ph (313) 964-3750
Fax (313) 954-3850
Pete@dieboldinsurance.com

1535 6th Street | Suite 1
Detroit MI 48226
www.Dieboldinsurance.com
CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:   PC-2021-24
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Tycoon I Operations LLC
Request: Excess Grow
Date: February 12, 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 Marijuan 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; Tycoon I Operations, LLC  
180 Premier Drive, Orion Charter Township, MI 48359  
Excess Grow 1 of 3  

Dear Madam Clerk:

Please find attached a Marihuana Facility Permit Application and all exhibits for three Excess Grow permits to operate at 180 Premier Drive, Orion Charter Township, MI 48359. This application represents one of three of the excess grow permits.

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.
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 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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller
   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></td>
<td>Please see attached organization structure in Exhibit I</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I  
   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 MFP 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: __________________________________________________________________________________________

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 Marijuana 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 03/01/2021.  

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  

1532
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: ______________________

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>
<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 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.

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

1536
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: [Signature]
Title: Authorized Member

Witness Signature: [Signature]
Print Name: [Signature]
Title: [Signature]

Dated: 02/09/2021

If needed additional signatures:

Print Name: [Signature]
Title: [Signature]
Print Name: [Signature]
Title: [Signature]
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.
□ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021 

**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 Licated Marihuana Facility. (question 29)
✓ Document Attached. If not, why not: 

11 1538
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: ________________________________
1. Type of Permit Requested:
   Class "C" Grower Facility (medical) □
   Processing Center Facility (medical) □
   Safety Compliance Facility (medical) □
   Secured Transporter Facility (medical) □
   Class "A" Grower Facility (adult use) □
   Marijuana Safety Compliance Facility (adult use) □

   Name of Applicant: ________________________________

2. Date and Time Application accepted by Orion Township:
   Date: ____________________ Time: ________________

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: __________________
   □ $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: __________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I ___________ Daryl Heller ____________________ 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 48359 ___________.

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.

Dated: 02/09/2021

Print name: Daryl Heller
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 Tycoon I Operations, 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: February 1, 2021 (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.

1546
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
Tycoon I Operations, LLC
Signature:
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
Church
F. Operations Plan
Tycoon Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.
   ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 Pyrremethrin 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

PM20-0156

Type of Construction: Mechanical


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR Lot: MOLLICONE, JAMES P 14445 BARBER WARREN MI 48093 PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</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  
**Edition of Code:** 2015 MBC/MRC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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>Plat/Sub:</td>
<td>BRIGHTON MI 48116</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,516.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM'L TENANT SPACE (COMPLETION/A APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

**Fee Total:** 50.00

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 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

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
</table>
| 180 PREMIER DR O-09-35-477-001 | Joshua Holdsworth  
Lot: 1185 N Perry  
Pontiac MI 48340 | PREMIER DRIVE LLC  
919 N MARKET ST STE 950  
WILMINGTON DE 19801-3036 |

**Zoning:** IV

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

**Work Description:** Wiring grow facility

**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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT/FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMM STANDART ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

**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**  
1572

**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

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD BARRY</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>0-09-35-477-001</td>
<td>1111 Oakley Park RD STE 201</td>
<td>910 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Walled Lake MI 48390</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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 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

<table>
<thead>
<tr>
<th>Type of Construction:</th>
<th>Occupancy Group:</th>
<th>Edition of Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbing</td>
<td></td>
<td>2015 MPC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD LEE</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>631 OAKLAND AVENUE</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Lot:</td>
<td>631 OAKLAND AVENUE</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>PONTIAC MI 48342</td>
<td></td>
</tr>
<tr>
<td>Zoning:</td>
<td>IV</td>
<td></td>
</tr>
</tbody>
</table>

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

Inspector:
TOM KATICH
(248) 343 2012
plmbinspect@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.
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 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 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

Tycoon I Operations 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 keypad 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 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
Tycoon I Operations, LLC

Tycoon Holdings, LLC
100% Member

Heller Investment Holdings, LLC
32.54% Member

Daryl Heller
100% Member

Brandt Agricultural
16.30% Member

Robert A. Brandt Jr. &
Carole D. Brandt
15.72%

Robert A. Brandt III &
Kathryn A.
Brandt
31.44%

Geoffrey William
Brandt
31.44%

Robert A. Brandt, Jr.
Family Limited
Partnership 21.40%

Hojo RE, LLC
28.91% Member
(See page 2)

GMY Investments, LLC
22.25% Member

Robert Brandt III
48% Member

Robert Brandt Jr. & Carole
Brandt
4% Member

Geoffrey
Brandt 48%

Gregory
Yatooma
100%
Manager
Halo RE, LLC
28.9% Member of Tycoon Holdings, LLC, con't from page 1

Heller Investment Holdings, LLC
20.22%

Fred E. Clark
21.14%

Jerry Hostetter
21.12%

Hostetter Family Trust
1.41%

BJS Family Trust dated 3/1/94
8.22%

Brandt Agricultural, LLC
10.22%

Ryan Junct
12.00%

THC Venture Capital, LLC
24.67%

Heller Capital Group, LLC
62.50%
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The Identification number assigned by the Bureau is: 802483853
The name of the limited liability company is: HELLER INVESTMENT HOLDINGS, LLC
The date of filing the original Articles of Organization was: 7/17/2020

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is:
TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

**Article I**

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

**Article II**

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

**Article III**

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

**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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   
   City: EAST LANSING
   
   State: MI
   
   Zip Code: 48823
3. Registered Office Mailing Address:
   
   P.O. Box or Street Address: 601 ABBOT ROAD
   
   Apt/Suite/Other:
   
   City: EAST LANSING
   
   State: MI
   
   Zip Code: 48823

**Article V**

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></td>
</tr>
</tbody>
</table>

1609

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
This is to Certify that the ARTICLES OF ORGANIZATION

for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 530, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 946, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is entered into and made effective as of July 22, 2020 (the “Effective Date”) by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the “Company”), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the “Member”).

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Michigan Limited Liability Company Act, as amended.

“Business” means the principal business of the Company, which shall be to own and manage investments.

“Capital Contribution” means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

“Certificate” means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.


“Interest” means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date), and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys’ fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

**ARTICLE V**
**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company’s financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**
**TRANSFERS; ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member’s Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: ____________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: ____________________________
Name: Daryl Heller
Title: Manager

Signature Page to Operating Agreement of Tycoon Holdings
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, Tycoon I Operations 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>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>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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:   PC-2021-25
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Tycoon I Operations LLC
Request: Excess Grow
Date: February 12, 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 Marijuana Regulatory Agency (MRA).

Tamara Girling
Planning & Zoning Director

_________________________________
Dear Madam Clerk:

Please find attached a Marihuana Facility Permit Application and all exhibits for three Excess Grow permits to operate at 180 Premier Drive, Orion Charter Township, MI 48359. This application represents two of three of the excess grow permits.

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@glorioucanna.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.
Charter Township of Orion
2525 Joslyn Rd, Lake Orion MI 48360
www.oriontownship.org

Phone: (248) 391-0304
Fax: (248) 391-9984

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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller

   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.
<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>Please see attached organization structure in Exhibit I</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I
   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 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 03/07/2021.

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/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: ____________________________

7 1634
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><strong>Sunday</strong></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><strong>Sunday</strong></th>
<th><strong>Monday</strong></th>
<th><strong>Tuesday</strong></th>
<th><strong>Wednesday</strong></th>
<th><strong>Thursday</strong></th>
<th><strong>Friday</strong></th>
<th><strong>Saturday</strong></th>
</tr>
</thead>
<tbody>
<tr>
<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>
<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 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:

Print Name: [Signature]
Title: [Signature]

Witness Signature:

Print Name: [Signature]
Title: [Signature]

Dated: 02/09/2021

If needed additional signatures:

Print Name: [Signature]
Title: [Signature]

Print Name: [Signature]
Title: [Signature]
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.
□ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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: ____________________________
GENERAL – OFFICE USE ONLY

1. Type of Permit Requested:
   - Class “C” Grower Facility (medical)
   - Processing Center Facility (medical)
   - Safety Compliance Facility (medical)
   - Secured Transporter Facility (medical)
   - Class “A” Grower Facility (adult use)
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: ____________________________________________

2. Date and Time Application accepted by Orion Township:
   Date: ___________________________ Time: ____________________

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: _____________
   - ☐ $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: ___________________
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.

Dated: 02/09/2021

Print name: Daryl Heller
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 Tycoon I Operations, 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: February 1, 2021
(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 falsely 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

5

1650
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
Tycoon I Operations, LLC
Signature: _____________________________
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
Residents
School

The Goddard School of Lake Orion

Measure distance
Click on 좌표 and add to add
Total distance: 1.02 mi (1.65 km)
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.
      
      ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

   iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 Pyrmebrin 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>MOLLICONE, JAMES P</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>14445 BARBER</td>
<td>919 N MARKET ST STB 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>WARREN MI 48093</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work Description: Building B
Heat <250,000 (5), Heat > 251 (26), Ducts (3), A/C (1), 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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</table>

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

1670
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

LOCATION

180 PREMIER DR
O-09-35-477-001
Lot:
Plat/Sub:
Zoning: IV

APPLICANT
BRIVAR CONSTRUCTION COMPANY
7258 KENSINGTON ROAD
BRIGHTON MI 48116

OWNER
PREMIER DRIVE LLC
919 N MARKET ST STE 950
WILMINGTON DE 19801-3036

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COMML TENANT SPACE (COMPLETION)/ APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

**BUILDING DEPARTMENT**

| Electrical      | PE20-109 |

**SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE**

http://AccessMyGov.com

**Type of Construction:**

**Occupancy Group:**

**Edition of Code:** 2018 NEC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Work Description:** Wiring grow facility

**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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMA STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Inspectors:</th>
<th></th>
<th>Fee Total:</th>
<th>0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>BILL HYDER</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(248) 866 3373</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:elecinspector@oriontownship.org">elecinspector@oriontownship.org</a></td>
<td></td>
<td></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 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 Jostyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 5000

BUILDING DEPARTMENT

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

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD BARRY</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>0-09-35-477-001</td>
<td>1111 Oakley Park RD STE 201</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Walled Lake MI 48390</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
</tbody>
</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 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 accordance 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

Plumbing

PP20-083

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

Type of Construction: 
Occupancy Group: 
Edition of Code: 2015 MPC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
<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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</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 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 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

Tycoon I Operations 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 keypad 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 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:
  - 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
Tycoon I Operations, LLC

Tycoon Holdings, LLC
100% Member

Heller Investment Holdings, LLC
32.54% Member

Robert A. Brandt Jr. & Carole D. Brandt
15.72%

Brandt Agricultural
16.30% Member

Robert A. Brandt II & Kathryn A. Brandt
31.44%

Geoffrey William Brandt
31.44%

Halo RE, LLC
28.91% Member
(See page 2)

Robert A. Brandt, Jr. Family Limited Partnership
21.40%

Robert Brandt III
48% Member

Geoffrey Brandt 48%

GMY Investments, LLC
22.25% Member

Gregory Yatooma
100% Manager

Daryl Heller
100% Member

TYCOON I OPERATIONS, LLC – ORG CHART PG 1
Halo RE, LLC, a member of Tycoon Holdings, LLC, 28.9%.

- Ryan Lundt, 12.00%
- Brandt Agricultural, LLC, 10.22%
- BOS Family Trust dated 3/11/94, 8.22%
- Hostetter Family Trust, 1.41%
- Robert Hostetter, 2.11%
- Fred E. Clark, 2.14%
- Heller Investment Holdings, LLC, 20.22%

Tycoon Venture Capital, LLC, 24.67%
- Heller Capital Group, LLC, 62.59%
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Certificate of Amendment:

The Identification number assigned by the Bureau is: 802483853
The name of the limited liability company is: HELLER INVESTMENT HOLDINGS, LLC
The date of filing the original Articles of Organization was: 7/17/2020

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is: TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I

The name of the limited liability company is:

MELLER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City: EAST LANSING
   State: MI
   Zip Code: 48823
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></td>
</tr>
</tbody>
</table>

1709

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
MICHI(GAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 558, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:
* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.
* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

TYCOON I OPERATIONS LLC
DARYL HELLER SOLE MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is entered into and made effective as of July 22, 2020 (the “Effective Date”) by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the “Company”), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the “Member”).

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Michigan Limited Liability Company Act, as amended.

“Business” means the principal business of the Company, which shall be to own and manage investments.

“Capital Contribution” means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

“Certificate” means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.


“Interest” means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to:
(a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company's receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 Indemnification. The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys’ fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

ARTICLE V
ACCOUNTING AND TAX MATTERS

5.1 Accounting Principles. The Company’s financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 Returns and Other Elections. The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

ARTICLE VI
TRANSFERS: ADDITIONAL MEMBERS

6.1 Transferability of Membership Interest. The Member’s Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: ____________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: ____________________________
Name: Daryl Heller
Title: Manager

Signature Page to Operating Agreement of Tycoon Holdings
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, Tycoon I Operations 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>2</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>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>Job Description</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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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-2021-26
Parcels Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Tycoon I Operations LLC
Request: Excess Grow
Date: February 12, 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 Mariujana 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; Tycoon I Operations, LLC  
180 Premier Drive, Orion Charter Township, MI 48359  
Excess Grow 3 of 3

Dear Madam Clerk:

Please find attached a Marihuana Facility Permit Application and all exhibits for three Excess Grow permits to operate at 180 Premier Drive, Orion Charter Township, MI 48359. This application represents three of three of the excess grow permits.

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.
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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller
   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.</td>
<td>Please see attached organization structure in Exhibit 1</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit 1
   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 ingest 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 ingest or egress on a street or road that does not also serve as an ingest 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 ingest/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 Marijuana 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 03/01/2021.

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?

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: ____________________________

7 1735
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>8pm</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>
<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.

_Schedule of Michigan license to operate 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.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

9 1737
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: ____________________________

Witness Signature: ____________________________

Print Name: [Signature]
Title: [Signature]

Dated: 02/09/2021

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.
☐ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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 __________ Daryl Heller _______________ 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.

Dated: 02/09/2021

________________________
Print name: Daryl Heller
GENERAL – OFFICE USE ONLY

1. Type of Permit Requested:
   Class “C” Grower Facility (medical) □
   Processing Center Facility (medical) □
   Safety Compliance Facility (medical) □
   Secured Transporter Facility (medical) □
   Class “A” Grower Facility (adult use) □
   Marijuana Safety Compliance Facility (adult use) □

   Name of Applicant: ________________________________

2. Date and Time Application accepted by Orion Township:

   Date: ________________________ Time: _____________

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: ______________________
   □ $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 Tycoon I Operations, 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: February 1, 2021
(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.

1747
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 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
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**
Tycoon Operations, LLC

Signature: 

Name: Daryl Heller

Title: Authorized Member
D. Zoning Survey
Church
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.
   ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 marijuana 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.
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

Type of Construction:  
Occupancy Group:  
Edition of Code:  

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR 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>
<tr>
<td>O-09-35-477-001 Plat/Sub:</td>
<td>Zoning: IV</td>
<td></td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</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 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

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

Fee Total: 6,875.00
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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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>Plat/Sub: Lot:</td>
<td>BRIGHTON MI 48116</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM'L TENANT SPACE (COMPLETION) APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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 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:_________________ Occupancy Group:______________ Edition of Code: 2018 NEC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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 19801-3036</td>
</tr>
</tbody>
</table>

Zoning: IV

Work Description: Wiring grow facility

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSF/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT/FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMM STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

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.

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

1773

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>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot: EDWARD BARRY 1111 Oakley Park RD STE 201 Walled Lake MI 48390</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 951 WILMINGTON DE 19801-3036</td>
<td></td>
</tr>
<tr>
<td>Plat/Sub: Zoning: IV</td>
<td></td>
<td></td>
</tr>
</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 permit. 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

Plumbing
PP20-083

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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD LEE</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>631 OAKLAND AVENUE</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>PONTIAC MI 48342</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</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 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 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

Tycoon I Operations 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

1790
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:
  ○ 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The identification number assigned by the Bureau is: 802483853
The name of the limited liability company is: HELLER INVESTMENT HOLDINGS, LLC
The date of filing the original Articles of Organization was: 7/17/2020

Complete only those articles being amended.

The name of the limited liability company as amended, is: TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if “Other” was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></td>
</tr>
</tbody>
</table>

1810

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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice.

If you need help in determining your annual accounting period (tax year), see Publication 588, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is entered into and made effective as of July 22, 2020 (the “Effective Date”) by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the “Company”), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the “Member”).

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Michigan Limited Liability Company Act, as amended.

“Business” means the principal business of the Company, which shall be to own and manage investments.

“Capital Contribution” means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

“Certificate” means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.


“Interest” means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV

MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 Indemnification. The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys’ fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

ARTICLE V
ACCOUNTING AND TAX MATTERS

5.1 Accounting Principles. The Company’s financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 Returns and Other Elections. The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

ARTICLE VI
TRANSFERS: ADDITIONAL MEMBERS

6.1 Transferability of Membership Interest. The Member’s Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: ____________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: ____________________________
Name: Daryl Heller
Title: Manager
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, Tycoon I Operations 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>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>Count</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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, Mi 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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 12, 2021
RE: PC-2021-__, Tycoon I, LLC, Ordinance 154 Applications

As requested, I am providing suggested motions for the abovementioned projects. 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 THE MEDICAL CLASS “C” GROWING FACILITIES FOR PC-2021-10 THROUGH PC-2021-17 AND PC-2021-32 THROUGH 35. EACH CASE REQUIRES A SEPARATE MOTION.

Ordinance #154 – Medical Class “C” Growing Facilities

I move to grant/not grant approval of the application, as required per Ord. #154, for PC-2021-__, Tycoon I, LLC, for a Medical Class “C” growing facility, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the finds of fact that the operation does/does not meet 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:

1. 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 Medical Marihuana Licensing Board.

PLEASE NOTE: THIS SUGGESTED MOTION CAN BE USED FOR THE EXCESS GROW FACILITIES FOR PC-2021-18 THROUGH PC-2021-26. EACH CASE REQUIRES A SEPARATE MOTION.

Ordinance #154 – Excess Grow Facilities

I move to grant/not grant approval of the application, as required per Ord. #154, for PC-2021-___, Tycoon I, LLC, for an Excess Grow facility, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the finds of fact that the operation does/does not meet 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:

1. 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 Medical Marihuana Licensing Board.

PLEASE NOTE: THIS SUGGESTED MOTION CAN BE USED FOR THE ADULT-USE CLASS “C” GROW FACILITIES FOR PC-2021-27 THROUGH PC-2021-31. EACH CASE REQUIRES A SEPARATE MOTION.

Ordinance #154 – Adult-Use Class “C” Grow Facility

I move to grant/not grant approval of the application, as required per Ord. #154, for PC-2021-__, Tycoon I, LLC, for an Adult-Use Class “C” Grow facility, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the finds of fact that the operation does/does not meet 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:

1. 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 Medical Marihuana Licensing Board.
CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:   PC-2021-27
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Tycoon I Operations LLC
Request: Class C Grow – Adult Use
Date: February 12, 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 – Adult Use 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 Mariujana 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; Tycoon I Operations, LLC  
180 Premier Drive, Orion Charter Township, MI 48359  
Adult-Use Class C Grow 1 of 5  

Dear Madam Clerk:  

Please find attached a Marihuana Facility Permit Application and all exhibits for five Adult Use Class C Grow permits to operate at 180 Premier Drive, Orion Charter Township, MI 48359. This application represents one of five of the Adult Use Class C grow permits.  

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.
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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller
   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.</td>
<td>Please see attached organization structure in Exhibit 1</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit 1
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 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 03/01/2021.

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

6
1836
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.

<table>
<thead>
<tr>
<th>Active Hours of Operations:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Sunday</strong></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>Days and Hours security guards will be provided:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Sunday</strong></td>
</tr>
<tr>
<td>24 Hrs?*</td>
</tr>
<tr>
<td>Start</td>
</tr>
<tr>
<td>Finish</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 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 OMISSIONS OR INACCURATE INFORMATION OF THE APPLICANT, MY AGENTS OR EMPLOYEES WILL DISQUALIFY MY APPLICATION FROM CONSIDERATION.

Applicant’s Signature: 

Witness Signature: 

Print Name: Date: Title: 

Dated: 02/09/2021

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.
□ Document Attached. If not, why not: Not submitted yet. Expected: 03/01/2021

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: __________________________________________
GENERAL – OFFICE USE ONLY

1. Type of Permit Requested:
   Class “C” Grower Facility (medical)  ☐
   Processing Center Facility (medical)  ☐
   Safety Compliance Facility (medical)  ☐
   Secured Transporter Facility (medical)  ☐
   Class “A” Grower Facility (adult use)  ☐
   Marijuana Safety Compliance Facility (adult use)  ☐

   Name of Applicant: ________________________________

2. Date and Time Application accepted by Orion Township:

   Date: ____________________________ Time: ____________

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: ________________

   ☐ $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: ____________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES

FOR A LICENSED MARIHUANA FACILITY

1. I _________________ Daryl Heller 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 48359 ____________.

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.

Dated: 02/09/2021

Print name: Daryl Heller
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 Tycoon I Operations, 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: February 1, 2021 (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
Tycoon I Operations, LLC

Signature: ____________________________
Name:    Daryl Heller
Title:   Authorized Member
D. Zoning Survey
F. Operations Plan
Tycoon | Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon | Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.
      ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

   iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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

1867
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 Pyr-methrin 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

Type of Construction: Mechanical
Edition of Code: 2015 MMC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>MOLLICONE, JAMES P</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>14445 BARBER</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>WARREN MI 48093</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</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 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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COML TENANT SPACE (COMPLETION:// APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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 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


LOCATION  APPLICANT  OWNER

180 PREMIER DR  Lot: Joshua Holdsworth  PREMIER DRIVE LLC
O-09-35-477-001  1185 N Perry  919 N MARKET ST STE 950
Plat/Sub:  Pontiac MI 48340  WILMINGTON DE 19801-3036

Zoning: IV

Work Description: Wiring grow facility

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTIONIZED</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMM. STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPanel COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

Fee Total: 0.00

Inspector:
BILL HYDER
(248) 866 3373
elecinpsector@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
1875

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 INSPECTION
Please call the Fire Department
248-978-5143

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD BARRY</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>C: 09-35-477-001</td>
<td>1111 Oakley Park RD STE 201</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Walled Lake MI 48390</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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.

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 this 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

Plumbing
PP20-083

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
<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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

Inspector:  
TOM KATICH  
(248) 343 2012  
plmInspector@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.
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" insulated paneling 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 0.01um 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 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

Tycoon I Operations 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 key card 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.

<table>
<thead>
<tr>
<th>Name of Employee/Contractor</th>
<th>Authorized Entry by (Name of Manager)</th>
<th>Date Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
Halo RE, LLC
28.9% Member of Tycoon Holdings, LLC, cont’d from page 1

Heller Investment Holdings, LLC
20.22%

Fred E. Clark
21.14%

Jerry Hostetter
2.12%

Hostetter Family Trust
1.41%

BOS Family Trust dated 3/1/94
8.22%

Brandt Agricultural, LLC
10.22%

Ryan Jundt
12.00%

THC Venture Capital, LLC
24.67%

Heller Capital Group, LLC
62.50%
Tycoon I Operations, LLC

Tycoon Holdings, LLC
100% Member

Heller Investment Holdings, LLC
32.54% Member

Daryl Heller
100% Member

Brandt Agricultural
15.30% Member

Robert A. Brandt Jr. & Carole D. Brandt
15.72%

Robert A. Brandt III & Kathryn A. Brandt
31.44%

Geoffrey William Brandt
31.44%

Halo RE, LLC
28.91% Member
(See page 2)

Robert A. Brandt, Jr.
Family Limited Partnership
21.40%

Robert Brandt III
48% Member

Robert Brandt Jr. & Carole Brandt
4% Member

Geoffrey Brandt
48%

GMY Investments, LLC
22.25% Member

Gregory Yatooma
100% Manager
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

<table>
<thead>
<tr>
<th>The identification number assigned by the Bureau is:</th>
<th>802483853</th>
</tr>
</thead>
<tbody>
<tr>
<td>The name of the limited liability company is:</td>
<td>HELLER INVESTMENT HOLDINGS, LLC</td>
</tr>
<tr>
<td>The date of filing the original Articles of Organization was:</td>
<td>7/17/2020</td>
</tr>
</tbody>
</table>

Complete only those articles being amended.

**Article I**

The name of the limited liability company as amended, is:

TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau

1913
Date of this notice: 07-31-2020

Employer Identification Number: 85-2192285

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at: 1-800-829-4933

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is entered into and made effective as of July 22, 2020 (the “Effective Date”) by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the “Company”), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the “Member”).

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Michigan Limited Liability Company Act, as amended.

“Business” means the principal business of the Company, which shall be to own and manage investments.

“Capital Contribution” means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

“Certificate” means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.


“Interest” means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company's receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 Indemnification. The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys’ fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

ARTICLE V
ACCOUNTING AND TAX MATTERS

5.1 Accounting Principles. The Company’s financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 Returns and Other Elections. The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

ARTICLE VI
TRANSFERS; ADDITIONAL MEMBERS

6.1 Transferability of Membership Interest. The Member’s Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: ____________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: ____________________________
Name: Daryl Heller
Title: Manager
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, Tycoon I Operations 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>
02/09/2021

To Whom It May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:   PC-2021-28
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Tycoon I Operations LLC
Request: Class C Grow – Adult Use
Date: February 12, 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 – Adult Use 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 Marijuan 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; Tycoon I Operations, LLC  
180 Premier Drive, Orion Charter Township, MI 48539  
Adult-Use Class C Grow 2 of 5

Dear Madam Clerk:

Please find attached a Marihuana Facility Permit Application and all exhibits for five Adult Use Class C Grow permits to operate at 180 Premier Drive, Orion Charter Township, MI 48359. This application represents two of five of the Adult Use Class C grow permits.

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@gloriuscanna.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.
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: **Tycoon 1 Operations, LLC**
   Authorized Signer (of not an individual): **Daryl Heller**
   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>
</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: Please see Organization Structure in Exhibit I
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

1932
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: ________________

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 03/01/2021.

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/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>
<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 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: [Applicant]
Title: Authorized Member

Witness Signature: [Signature]
Print Name: [Aaron Fogleman]

Dated: 02/09/2021

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.
□ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

**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: ______________________________________
1. Type of Permit Requested:
   Class “C” Grower Facility (medical) □
   Processing Center Facility (medical) □
   Safety Compliance Facility (medical) □
   Secured Transporter Facility (medical) □
   Class “A” Grower Facility (adult use) □
   Marijuana Safety Compliance Facility (adult use) □

Name of Applicant: ________________________________

2. Date and Time Application accepted by Orion Township:

   Date: __________________________ Time: ____________

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: __________________

   □ $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: __________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I _______ Daryl Heller __________ 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 48359

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.

   Dated: 02/09/2021

   Print name: Daryl Heller
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 Tycoon I Operations, 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: February 1, 2021 (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. Assignments 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**
Tycoon I Operations, LLC

Signature: ____________________________

Name: Daryl Heller

Title: Authorized Member
D. Zoning Survey
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.

   ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 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. Fantasik 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

PM20-0156


LOCATION
180 PREMIER DR  Lot: MOLLICONE, JAMES P
O-09-35-477-001  14445 BARBER
Plat/Sub: WARREN MI 48093
Zoning: IV

OWNER
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

<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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt;250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt;251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</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 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

PB20-047

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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR Lot: 2  Plat/Sub: 2  Zoning: IV</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>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COMTL TENANT SPACE (COMPLETION//APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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 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

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

1974

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: Electrical
Occupancy Group: PE20-109
Edition of Code: 2018 NEC

LOCATION

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>Joshua Holdsworth</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>1185 N Perry</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Pontiac MI 48340</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
</tbody>
</table>

Zoning: IV

Work Description: Wiring grow facility

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP</td>
<td>INSPECTION</td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>Units</td>
<td>BASE FEE</td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>CIRCUITS</td>
<td>FEEDER</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td></td>
<td>LIGHTING FIXTURES / SMOKE DETECT/FIXTURES</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td></td>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMSTANDARD ITEM</td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td></td>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td></td>
<td>SUBPANEL COMMERCIAL</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
</tbody>
</table>

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 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 locational 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

1975

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
**Charter Township of Orion**

2352 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

**BUILDING DEPARTMENT**

**SCHEDULE INSPECTION**

Please call the Fire Department 248-978-5143

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR 0-09-35-477-001 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 950 WILMINGTON DE 19801-3076</td>
</tr>
</tbody>
</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 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.

**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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR&lt;br&gt;O-09-35-477-001&lt;br&gt;Lot:</td>
<td>EDWARD LEE&lt;br&gt;631 OAKLAND AVENUE&lt;br&gt;PONTIAC MI 48342</td>
<td>PREMIER DRIVE LLC&lt;br&gt;919 N MARKET ST STE 950&lt;br&gt;WILMINGTON DE 19801-3036</td>
</tr>
</tbody>
</table>

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

<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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</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 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 minimizing 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 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

Tycoon I Operations 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 keypad 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.
EMLOYEE 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:
  - 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The identification number assigned by the Bureau is: 802483853
The name of the limited liability company is: HELLER INVESTMENT HOLDINGS, LLC
The date of filing the original Articles of Organization was: 7/17/2020

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is:
TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau

2011
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 Articles:

**Article I**

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

**Article II**

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

**Article III**

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

**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:** CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. **Street Address:** 601 ABBOT ROAD
   
   City: EAST LANSING
   
   State: MI
   
   Zip Code: 48823
3. **Registered Office Mailing Address:**
   
   P.O. Box or Street Address: 601 ABBOT ROAD
   
   City: EAST LANSING
   
   State: MI
   
   Zip Code: 48823

**Article V**

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></td>
</tr>
</tbody>
</table>

2012

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  
- [x] Accept
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau

2013
Date of this notice: 07-31-2020
Employer Identification Number: 85-2192285
Form: SS-4
Number of this notice: CP 575

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 946, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. 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: 07-31-2020
EMPLOYER IDENTIFICATION NUMBER: 85-2192285
FORM: SS-4

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

TYCOON I OPERATIONS LLC
DARYL WELLES JR MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into and made effective as of July 22, 2020 (the "Effective Date") by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the "Company"), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the "Member").

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Michigan Limited Liability Company Act, as amended.

"Business" means the principal business of the Company, which shall be to own and manage investments.

"Capital Contribution" means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

"Certificate" means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Interest" means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 **Member.** The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 **Management.** The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 **Right to Rely on Member.** Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 **Authority to Designate Officers.** The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 **Liability of Member and Officers.** Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

**ARTICLE V**

**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company's financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**

**TRANSFERS; ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member's Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: ____________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: ____________________________
Name: Daryl Heller
Title: Manager

Signature Page to Operating Agreement of Tycoon Holdings
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, Tycoon I Operations 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>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>Hourly 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>
02/09/2021

To Whom It May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2021-29
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Tycoon I Operations LLC
Request: Class C Grow – Adult Use
Date: February 12, 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 – Adult Use 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 Mariujana 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; Tycoon I Operations, LLC  
180 Premier Drive, Orion Charter Township, MI 48359  
Adult-Use Class C Grow 3 of 5

Dear Madam Clerk:

Please find attached a Marihuana Facility Permit Application and all exhibits for five Adult Use Class C Grow permits to operate at 180 Premier Drive, Orion Charter Township, MI 48359. This application represents three of five of the adult use Class C grow permits.

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.
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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller
   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.  Please see attached organization structure in Exhibit I</td>
<td></td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I
   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 ng 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 Marijuana Facilities Ordinance No. 154.

☐ Yes  ☒ No

If variance will be sought, specify location category(s) pursuant to Art 6 (1)- (6): ________________________________

______________________________________________________________

2035
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 03/01/2021.

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”.
Ø 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?

Ø 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?

Ø 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.”
Ø 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?

☐ 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 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>
<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 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.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

2040
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: [Print Name]
Title: [Authorized Member]

Dated: 02/09/2021

If needed additional signatures:

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Witness Signature: 

[Aaron Fogelman]

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.
☐ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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 __________ Daryl Heller ____________ 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 48359 ____________.

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.

Dated: 02/09/2021

Print name: Daryl Heller
1. Type of Permit Requested:
   Class "C" Grower Facility (medical) □
   Processing Center Facility (medical) □
   Safety Compliance Facility (medical) □
   Secured Transporter Facility (medical) □
   Class "A" Grower Facility (adult use) □
   Marijuana Safety Compliance Facility (adult use) □

   Name of Applicant: ________________________________

2. Date and Time Application accepted by Orion Township:
   Date: ___________________________ Time: ____________

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: ____________
   □ $5,000.00 Annual Permit Fee paid on: ________________

Optional Inspections – To be Completed by Orion Township Clerk’s 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 Tycoon I Operations, 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: February 1, 2021  
   (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 §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.

Tenants 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
coovenant 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**
Tycoon I Operations, LLC

Signature: [Signature]
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
F. Operations Plan
Tycoon 1 Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon 1 Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.
      ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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

2069
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 Pyrmyethrin 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

Type of Construction: ___________________________  Occupancy Group: ___________________________
Edition of Code: 2015 MMC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001</td>
<td>MOLLICONE, JAMES P 14445 BARBER</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub: Zoning: IV</td>
<td>WARREN MI 48093</td>
<td>WILMINGTON DE 19801-3036</td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</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 60 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.

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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001  Lot:</td>
<td>BRIVAR CONSTRUCTION COMPANY</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>7258 KENSINGTON ROAD</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td></td>
<td>BRIGHTON MI 48116</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM'L TENANT SPACE (COMPLETION/APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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 Joslyn Rd Lake Orion, MI 48360 PH 248.391.0304 Ext 6000  
BUILDING DEPARTMENT  
SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE  
http://AccessMyGov.com  

Issued: 05/22/2020  
Expires: 11/18/2020  

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

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work Description: Wiring grow facility  
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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFER/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECTOR FIXTURES</td>
<td></td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMM STANDARD ITEM</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

 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  
2076  
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: __________________

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD BARRY</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>0-09-35-477-001</td>
<td>1111 Oakley Park RD STE 201</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Pla/Sub:</td>
<td>Walled Lake MI 48390</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</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.

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>SCHEDULE INSPECTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>AND VIEW RESULTS ONLINE</td>
</tr>
<tr>
<td><a href="http://AccessMyGov.com">http://AccessMyGov.com</a></td>
</tr>
</tbody>
</table>

**Plumbing**

| PP20-083 |

**Type of Construction:**

<table>
<thead>
<tr>
<th>Occupancy Group:</th>
<th>Edition of Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015 MPC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001</td>
<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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Lot:</td>
<td>Zoning: IV</td>
</tr>
</tbody>
</table>

**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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

**Inspector:**

TOM KATICH
(248) 343 2012
plmbspecial@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**

2078
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 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

Tycoon I Operations 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 ongoing 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 keypad 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.

<table>
<thead>
<tr>
<th>Name of Employee/Contractor</th>
<th>Authorized Entry by (Name of Manager)</th>
<th>Date Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2105

Page 42 | 44
# 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

<table>
<thead>
<tr>
<th>The Identification number assigned by the Bureau is:</th>
<th>802483853</th>
</tr>
</thead>
<tbody>
<tr>
<td>The name of the limited liability company is:</td>
<td>MEILLER INVESTMENT HOLDINGS, LLC</td>
</tr>
<tr>
<td>The date of filing the original Articles of Organization was:</td>
<td>7/17/2020</td>
</tr>
</tbody>
</table>

Complete only those articles being amended.

<table>
<thead>
<tr>
<th>Article I</th>
</tr>
</thead>
<tbody>
<tr>
<td>The name of the limited liability company as amended, is:</td>
</tr>
<tr>
<td>TYCOON I OPERATIONS, LLC</td>
</tr>
</tbody>
</table>

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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.

接受采访

Accept

Decline
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City: EAST LANSING
   State: MI
   Zip Code: 48823
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if “Other” was selected</th>
</tr>
</thead>
</table>
| Andrea Nelson | Organizer |"

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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 580, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into and made effective as of July 22, 2020 (the "Effective Date") by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the "Company"), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the "Member").

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Michigan Limited Liability Company Act, as amended.

"Business" means the principal business of the Company, which shall be to own and manage investments.

"Capital Contribution" means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

"Certificate" means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Interest" means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

**ARTICLE V**

**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company's financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**

**TRANSFERS: ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member’s Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By:  
Name: Daryl Heller  
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By:  
Name: Daryl Heller  
Title: Manager
**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, Tycoon I Operations 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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2021-30
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Tycoon I Operations LLC
Request: Class C Grow – Adult Use
Date: February 12, 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 – Adult Use 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 Mariujana 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; Tycoon I Operations, LLC  
180 Premier Drive, Orion Charter Township, MI 48359  
Adult-Use Class C Grow 4 of 5

Dear Madam Clerk:

Please find attached a Marihuana Facility Permit Application and all exhibits for five Adult Use Class C Grow permits to operate at 180 Premier Drive, Orion Charter Township, MI 48359. This application represents four of five of the Adult Use Class C grow permits.

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@gloriuscanna.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.
ORION ORDINANCE 154 INITIAL PERMIT APPLICATION
Ordinalce 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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller

   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.

2133
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Please see attached organization structure in Exhibit I</td>
<td></td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I
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 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): __________
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 03/01/2021. 

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 
☐ ☐ 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/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 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? ________________

☐ 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 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.
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

92141
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: 

Witness Signature: 

Print Name: Daryl Keller
Title: Authorized Member

Dated: 02/09/2021

If needed additional signatures:

Print Name: 
Title: 

Print Name: 
Title: 

Aaron Fogelman
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 to 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.
□ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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 __________ Daryl Heller ____________ 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 48359 ____________.

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.

Dated: 02/09/2021

[Signature]

Print name: Daryl Heller
| GENERAL – OFFICE USE ONLY |

1. Type of Permit Requested:
   - Class “C” Grower Facility (medical)
   - Processing Center Facility (medical)
   - Safety Compliance Facility (medical)
   - Secured Transporter Facility (medical)
   - Class “A” Grower Facility (adult use)
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: ________________________________

2. Date and Time Application accepted by Orion Township:

   Date: ________________________  Time: ______________

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: __________________

   □ $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: __________________

14
2146
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 Tycoon I Operations, 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: February 1, 2021 (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 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 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 falsely 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
Tycoon I Operations, LLC
Signature: __________________________
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.

      ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

Type of Construction:  
Occupancy Group:  
Edition of Code: 2015 MMC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</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:

Permit Item | Work Type | Fee Basis | Item Total |
--- | --- | --- | --- |
BASE FEE | Standard Item | 1.00 | 60.00 |
HEAT < 250,000 BTU | HEATING | 5.00 | 300.00 |
HEAT > 251,000 BTU | HEATING | 26.00 | 2,340.00 |
DUCTS-AIR, HYDRONIC, COOLING, VE | DUCT WORK | 3.00 | 120.00 |
A/C OR REFRIGERATION | COOLING | 3.00 | 180.00 |
A/C OR REFRIGERATION | COOLING | 286.00 | 2,860.00 |
UNIT HEATER 200,000 BTU OR LESS | HEATING | 25.00 | 1,000.00 |
CONTRACTOR MECHANICAL | REGISTRATION | 1.00 | 15.00 |

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

Fee Total: 6,875.00

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

2175
**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  **Edition of Code:** 2015 MBC/MRC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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>Plat/Sub:</td>
<td>BRIGHTON MI 48116</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Work Description:** Interior build out of existing "Building D" 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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM/L TENANT SPACE (COMPLETIONreur APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001&gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

**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**

2176

**NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT**
<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>Joshua Holdsworth</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001 Lot:</td>
<td>1185 N Perry</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Pontiac MI 48340</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Type of Construction: Wiring grow facility

<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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT/FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COM/STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPENDAL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

Fee Total: 0.00

Inspector:
BILL HYDER
(248) 866 3373
elecinspectorg@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
2177

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion
2575 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:__________________

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<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>
</tr>
<tr>
<td>Plat/Sub: Lot:</td>
<td>Walled Lake MI 48390</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</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 or 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

2178
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

Type of Construction:  
Occupancy Group:  
Edition of Code: 2015 MPC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
<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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

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 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 0.01μm 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 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 Ecocater RO purification system. Ecocater Purification Systems are the leading water filtration manufacturer in the industry, helping cultivators diagnose and solve every water problem imaginable. Ecocater 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

Tycoon I Operations 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 keypad 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 preserved 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:
  - 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
Halo RE, LLC
28.9% Member of Tycoon Holdings, LLC, can't from page 1

Heller Investment Holdings, L.L.C. 20.22%
Fred E. Clark 22.14%
Jerry Hostetter 2.12%
Hostetter Family Trust 1.41%
BOS Family Trust dated 3/1/94 8.22%
Brandt Agricultural, LLC 10.22%
Ryan Jundt 12.00%

THC Venture Capital, LLC 24.67%
Heller Capital Group, LLC 62.50%
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The Identification number assigned by the Bureau is: 802483853

The name of the limited liability company is: HELLER INVESTMENT HOLDINGS, LLC

The date of filing the original Articles of Organization was: 7/17/2020

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is: TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if “Other” was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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.

Accept

Decline
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I
The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II
Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City: EAST LANSING
   State: MI
   Zip Code: 48823
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other:
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V
(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></td>
</tr>
</tbody>
</table>

2214

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.

Accept  Decline
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 05-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.
* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
(IRS USE ONLY) 575A

07-31-2020 TYCO B 0509908017 SS-4

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A (Rev. 1-2013)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

0509908017

DATE OF THIS NOTICE: 07-31-2020

EMPLOYER IDENTIFICATION NUMBER: 85-2192285

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

TYCOON I OPERATIONS LLC
DARYL HELLER SOLE MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309

2218
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into and made effective as of July 22, 2020 (the "Effective Date") by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the "Company"), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the "Member").

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Michigan Limited Liability Company Act, as amended.

"Business" means the principal business of the Company, which shall be to own and manage investments.

"Capital Contribution" means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

"Certificate" means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Interest" means the Member's entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to:
(a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

**ARTICLE V**

**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company’s financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**

**TRANSFERS: ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member’s Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 ** Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: ____________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: ____________________________
Name: Daryl Heller
Title: Manager
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, Tycoon I Operations 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>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>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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2021-31
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Tycoon I Operations LLC
Request: Class C Grow – Adult Use
Date: February 12, 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 – Adult Use 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 Marijuan 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; Tycoon I Operations, LLC  
180 Premier Drive, Orion Charter Township, MI 48359  
Adult-Use Class C Grow 5 of 5

Dear Madam Clerk:

Please find attached a Marihuana Facility Permit Application and all exhibits for five Adult Use Class C Grow permits to operate at 180 Premier Drive, Orion Charter Township, MI 48359. This application represents five of five of the Adult Use Class C grow permits.

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.
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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller

   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.
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Please see attached organization structure in Exhibit I</td>
<td></td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I
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 Marijuana Facilities Ordinance No. 154.

☑ Yes ☐ No

If variance will be sought, specify location category(s) pursuant to Art 6 (1)-(6):

____________________________________

____________________________________

____________________________________

2236
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 03/01/2021.

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/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 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>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>
<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 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.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

9 2241
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: ____________________________
Print Name: [Redacted]  Title: Authorized Member

Witness Signature: ____________________________
Print Name: Aaron Fogelman

Dated: 02/09/2021

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. □ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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: __________________________________________
GENERAL – OFFICE USE ONLY

1. Type of PermitRequested:
   - Class “C” Grower Facility (medical)
   - Processing Center Facility (medical)
   - Safety Compliance Facility (medical)
   - Secured Transporter Facility (medical)
   - Class “A” Grower Facility (adult use)
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: ____________________________________________

2. Date and Time Application accepted by Orion Township:

   Date: ________________________  Time: ________________________

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: ________________
   □ $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: ________________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I ______________ Daryl Heller ___________ 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 48359 ___________.

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.

Dated: 02/09/2021

Print name: Daryl Heller
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 Tycoon I Operations, 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:** **February 1, 2021**
   (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 of 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
Tycoon I Operations, LLC

Signature: [Signature]
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
Residents

Measure distance
Click on the map to add to your path
Total distance: 2,649.40 ft (807.54 m)
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
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.

      ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

   iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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

2268
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 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

Issued: 05/12/2020
Expires: 11/08/2020


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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>
<tr>
<td>Plat/Sub:</td>
<td>Zoning: IV</td>
<td></td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</table>

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

LOCATION
180 PREMIER DR
Lot: 0 -09-35-477-001
Plat/Sub:
Zoning: IV

APPLICANT
BRIVAR CONSTRUCTION COMPANY
7258 KENSINGTON ROAD
BRIGHTON MI 48116

OWNER
PREMIER DRIVE LLC
919 N MARKET ST STE 950
WILMINGTON DE 19801-3036

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
<tr>
<td>COMM'L TENANT SPACE (COMPLETION)/APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
</tbody>
</table>

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 BURNING BY ORDER OF THE ORION FIRE DEPARTMENT

2276
Charter Township of Orion

2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000

BUILDING DEPARTMENT

Electrical

PE20-109

SCHEDULE INSPECTIONS
AND VIEW RESULTS
ONLINE

http://AccessMyGov.com


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>Joshua Holdsworth 1185 N Perry Pontiac MI 48340</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
</tr>
</tbody>
</table>

Zoning: IV

Work Description: Wiring grow facility

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td>Units</td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td>Inspection</td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>Itemized</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>Unit</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT FIXTURES</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMSTANDARD ITEM</td>
<td>Units</td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Itemized</td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>Service</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td></td>
<td>Service</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

Fee Total: 0.00

Inspector:

BILL HYDER
(248) 866 3373
electrician@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

2277

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
Charter Township of Orion
2535 Jostyn 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

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
</table>
| 180 PREMIER DR
0-09-33-477-001 Lot: EDWARD BARRY
1111 Oakley Park RD STE 201
Walked Lake MI 48390 | PREMIER DRIVE LLC
919 N MARKET ST STE 950
WILMINGTON DE 19801-3036 |
Plat/Sub: Zoning: IV

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

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 arranging 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 this 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

2278
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

Type of Construction: 
Occupancy Group: 
Edition of Code: 2015 MPC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
<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>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

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 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 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

Tycoon I Operations 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:
  - 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The identification number assigned by the Bureau is: 802483853
The name of the limited liability company is: HELLER INVESTMENT HOLDINGS, LLC
The date of filing the original Articles of Organization was: 7/17/2020

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is: TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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

2312
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

<table>
<thead>
<tr>
<th>Article I</th>
</tr>
</thead>
<tbody>
<tr>
<td>The name of the limited liability company is:</td>
</tr>
<tr>
<td>HELLER INVESTMENT HOLDINGS, LLC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Article II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Article III</th>
</tr>
</thead>
<tbody>
<tr>
<td>The duration of the limited liability company if other than perpetual is:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Article IV</th>
</tr>
</thead>
</table>
| 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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
  2. Street Address: 601 ABBOT ROAD
     Apt/Suite/Other: 
     City: EAST LANSING 
     State: MI 
     Zip Code: 48823 |

  3. Registered Office Mailing Address:
     P.O. Box or Street Address: 601 ABBOT ROAD
     Apt/Suite/Other: 
     City: EAST LANSING 
     State: MI 
     Zip Code: 48823 |

<table>
<thead>
<tr>
<th>Article V</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)</td>
</tr>
<tr>
<td>THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.</td>
</tr>
</tbody>
</table>

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
</tr>
</tbody>
</table>

Title if "Other" was selected: 2314

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
MICIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941  01/31/2021
Form 940  01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 558, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. 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

DATE OF THIS NOTICE: 07-31-2020
EMPLOYER IDENTIFICATION NUMBER: 85-2192285
FORM: SS-4

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

TYCOON I OPERATIONS LLC
DARYL HELPER SOLE MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309

2318
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into and made effective as of July 22, 2020 (the "Effective Date") by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the "Company"), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the "Member").

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Michigan Limited Liability Company Act, as amended.

"Business" means the principal business of the Company, which shall be to own and manage investments.

"Capital Contribution" means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

"Certificate" means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Interest" means the Member's entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company's receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

**ARTICLE V**

**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company's financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**

**TRANSFERS; ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member's Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.

§2323
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: [Signature]
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: [Signature]
Name: Daryl Heller
Title: Manager

Signature Page to Operating Agreement of Tycoon Holdings
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, Tycoon I Operations 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>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>
</tbody>
</table>

2326
<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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 12, 2021  
RE: PC-2021-__, Tycoon I, LLC, Ordinance 154 Applications

As requested, I am providing suggested motions for the abovementioned projects. 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 THE MEDICAL CLASS “C” GROWING FACILITIES FOR PC-2021-10 THROUGH PC-2021-17 AND PC-2021-32 THROUGH 35. EACH CASE REQUIRES A SEPARATE MOTION.

Ordinance #154 – Medical Class “C” Growing Facilities

I move to grant/not grant approval of the application, as required per Ord. #154, for PC-2021-__, Tycoon I, LLC, for a Medical Class “C” growing facility, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the finds of fact that the operation does/does not meet 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:

1. 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 Medical Marihuana Licensing Board.

PLEASE NOTE: THIS SUGGESTED MOTION CAN BE USED FOR THE EXCESS GROW FACILITIES FOR PC-2021-18 THROUGH PC-2021-26. EACH CASE REQUIRES A SEPARATE MOTION.

Ordinance #154 – Excess Grow Facilities

I move to grant/not grant approval of the application, as required per Ord. #154, for PC-2021-__, Tycoon I, LLC, for an Excess Grow facility, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the finds of fact that the operation does/does not meet 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:

1. 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 Medical Marihuana Licensing Board.

PLEASE NOTE: THIS SUGGESTED MOTION CAN BE USED FOR THE ADULT-USE CLASS “C” GROW FACILITIES FOR PC-2021-27 THROUGH PC-2021-31. EACH CASE REQUIRES A SEPARATE MOTION.

Ordinance #154 – Adult-Use Class “C” Grow Facility

I move to grant/not grant approval of the application, as required per Ord. #154, for PC-2021-__, Tycoon I, LLC, for an Adult-Use Class “C” Grow facility, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the finds of fact that the operation does/does not meet 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:

1. 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 Medical Marihuana Licensing Board.
CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:   PC-2021-32
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Tycoon I Operations LLC
Request: Class “C” Grower - Medical
Date: February 12, 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 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.

2332
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; Tycoon I Operations, LLC  
180 Premier Drive, Orion Charter Township, MI 48359  
Medical Class C Grow 1 of 4

Dear Madam Clerk:

Please find attached a Marihuana Facility Permit Application and all exhibits for four Medical Class C Grow permits to operate at 180 Premier Drive, Orion Charter Township, MI 48359. This application represents one of four of the medical permits.

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.
Charter Township of Orion  
2525 Joslyn Rd., Lake Orion MI 48360  
www.oriontownship.org  

Phone: (248) 391-0304  
Fax: (248) 391-9984

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: Tycoon I Operations, LLC  
   Authorized Signer (of not an individual): Daryl Heller  
   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.</td>
<td>Please see attached organization structure in Exhibit I</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I
   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): ________________

______________________________

2338
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 03/01/2021.

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 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?

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 Marijuana 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?  ____________

☐ 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 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

2343
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: 

Witness Signature: 

Print Name: [Name]
Title: [Title]

Dated: 02/09/2021

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.
☐Document Attached. If not, why not: Not submitted yet. Expected .03/01/2021

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: ____________________________
GENERAL – OFFICE USE ONLY

1. Type of Permit Requested:
   - Class “C” Grower Facility (medical)
   - Processing Center Facility (medical)
   - Safety Compliance Facility (medical)
   - Secured Transporter Facility (medical)
   - Class “A” Grower Facility (adult use)
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: ________________________________

2. Date and Time Application accepted by Orion Township:
   - Date: ________________________________ Time: ________________________________

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: ________________________________
   - $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: ________________________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I, Daryl Heller, 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 48359.

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.

Dated: 02/09/2021

Print name: Daryl Heller
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 Tycoon I Operations, 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: February 1, 2021
(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 secion 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.

2353
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 subleasing.** 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
coovenant 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

2357
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
Tycoon Operations, LLC

Signature: ____________________________
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.
   ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
iii. The members, owners, directors, officers, and managers of Applicant meet all eligibility requirements to own and operate a marijuana 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 marijuana 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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 Pyrmetrin 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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 Jodlyn 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

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001</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>
<tr>
<td>Plat/Sub: Zoning: IV</td>
<td></td>
<td></td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</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 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
2377
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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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  BRIGHTON MI 48116</td>
<td>919 N MARKET ST STE 950  WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM'L TENANT SPACE (COMPLETION) / APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001&gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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
## Electrical

**PE20-109**

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001</td>
<td>Joshua Holdsworth</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>1185 N Perry</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td></td>
<td>Pontiac MI 48340</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Work Description:** Wiring grow facility

**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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP</td>
<td>UNITS</td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH</td>
<td>UNITS</td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>UNITS</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT</td>
<td>UNITS</td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR</td>
<td>COMA STANDARD ITEM</td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>UNITS</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

**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:                                  

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Walled Lake MI 48390</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</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.

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 Fiscal 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

2380
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>
</tr>
</thead>
<tbody>
<tr>
<td>PP20-083</td>
</tr>
</tbody>
</table>

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

Type of Construction:  
Occupancy Group:  
Edition of Code:  2015 MPC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
<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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Zoning: IV</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Fee Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ONLINE PERMIT FEE</td>
<td>ONLINE PERMIT FEE</td>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

Fee Total: 0.00

Inspector:
TOM KATCH  
(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 0.01um 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 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

Tycoon I Operations 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:
  - 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 if
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
Halo RE, LLC
28.9% Member of Tycoon Holdings, LLC, cont from page 1

Heller Investment Holdings, LLC 20.22%
Fred E. Clark 21.14%
Jerry Hostetter 2.12%
Hostetter Family Trust 1.41%
BOS Family Trust dated 3/1/94 8.22%
Brands Agricultural, LLC 10.22%
Ryan Jundt 12.00%

THC Venture Capital, LLC 24.67%

Heller Capital Group, LLC 62.50%
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The identification number assigned by the Bureau is:

The name of the limited liability company is:

The date of filing the original Articles of Organization was:

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is:

TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I

The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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:  
   CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address:  601 ABBOT ROAD
   Apt/Suite/Other:  
   City:  EAST LANSING
   State:  MI
   Zip Code: 48823

3. Registered Office Mailing Address:
   P.O. Box or Street Address:  601 ABBOT ROAD
   Apt/Suite/Other:  
   City:  EAST LANSING
   State:  MI
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if “Other” was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></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.

Accept  ❌ Decline
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
Date of this notice: 07-31-2020
Employer Identification Number: 85-2192285
Form: SS-4
Number of this notice: CP 575 A
For assistance you may call us at: 1-800-829-4933

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.R. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposit electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your financial institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. 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 ( ) -  

DATE OF THIS NOTICE: 07-31-2020
EMPLOYER IDENTIFICATION NUMBER: 85-2192286
FORM: SS-4 

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

TYCOON I OPERATIONS LLC
DARYL HELLER SOLE MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into and made effective as of July 22, 2020 (the "Effective Date") by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the "Company"), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the "Member").

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Michigan Limited Liability Company Act, as amended.

"Business" means the principal business of the Company, which shall be to own and manage investments.

"Capital Contribution" means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

"Certificate" means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Interest" means the Member's entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 Indemnification. The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

ARTICLE V
ACCOUNTING AND TAX MATTERS

5.1 Accounting Principles. The Company’s financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 Returns and Other Elections. The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

ARTICLE VI
TRANSFERS: ADDITIONAL MEMBERS

6.1 Transferability of Membership Interest. The Member’s Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: ____________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: ____________________________
Name: Daryl Heller
Title: Manager

Signature Page to Operating Agreement of Tycoon Holdings
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, Tycoon I Operations 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>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>
</tbody>
</table>

2428
<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon 1 Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:   PC-2021-33
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Tycoon I Operations LLC
Request: Class “C” Grower - Medical
Date: February 12, 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 Mariujana 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; Tycoon I Operations, LLC  
180 Premier Drive, Orion Charter Township, MI 48359  
Medical Class C Grow 2 of 4

Dear Madam Clerk:

Please find attached a Marihuana Facility Permit Application and all exhibits for four Medical Class C Grow permits to operate at 180 Premier Drive, Orion Charter Township, MI 48359. This application represents two of four of the medical permits.

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 Fogelman 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.
Charter Township of Orion

2525 Joslyn Rd., Lake Orion MI 48360
www.oriontownship.org

Phone: (248) 391-9304
Fax: (248) 391-9984

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: Tycoon 1 Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller
   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. Please see attached organization structure in Exhibit I</td>
<td></td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I
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):

____________________________________________

____________________________________________

2438
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 03/01/2021.

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: ________________

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>
<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 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.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

9 2443
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:

Witness Signature:

Print Name: Dara Handler
Title: Authorized Member

Dated: 02/09/2021

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.
□ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

**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: _______________________________
1. Type of Permit Requested:

- Class "C" Grower Facility (medical) □
- Processing Center Facility (medical) □
- Safety Compliance Facility (medical) □
- Secured Transporter Facility (medical) □
- Class "A" Grower Facility (adult use) □
- Marijuana Safety Compliance Facility (adult use) □

Name of Applicant: ________________________________

2. Date and Time Application accepted by Orion Township:

Date: ____________________ Time: ____________________

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: ____________________
- □ $5,000.00 Annual Permit Fee paid on: ____________________

<table>
<thead>
<tr>
<th>Optional Inspections –To be Completed by Orion Township Clerks Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Department Inspection Date: _________________ Signed by: _________________</td>
</tr>
<tr>
<td>Police Department Inspection Date: _________________ Signed by: _________________</td>
</tr>
<tr>
<td>Fire Department Inspection Date: _________________ Signed by: _________________</td>
</tr>
</tbody>
</table>
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I ______ Daryl Heller _________ 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 48359.

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
er 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.

Dated: 02/09/2021

Print name: Daryl Heller

2448
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 Tycoon I Operations, 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: February 1, 2021 (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
2453
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 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
Tycoon I Operations, LLC
Signature: ____________________________
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.
   ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

   iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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  

Type of Construction:  
Occupancy Group:  
Edition of Code: 2015 MMC  

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>MOLLICONE, JAMES P</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>14445 BARBER</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>WARREN MI 48093</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</table>

Fee Total: 6,875.00  

Inspector:  
BRIAN CLAYCOMB  
(248) 830 9005  
mecchinsepcator@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 made 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  
2477
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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-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>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM. TENANT SPACE (COMPLETION// APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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
2478

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: Electrical
PE20-109

LOCATION

<table>
<thead>
<tr>
<th>Location</th>
<th>Applicant</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1655 Brett</td>
<td>Joshua Holdsworth</td>
<td>Premier Drive LLC</td>
</tr>
<tr>
<td>1185 N Perry</td>
<td>919 N Market St Ste 950</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Pontiac MI 48340</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Zoning: IV

Work Description: Wiring grow facility

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR TRANSFER/ELEC HEAT 6-20 HP Units</td>
<td>10.00</td>
<td>250.00</td>
<td></td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td>300.00</td>
<td>3,000.00</td>
<td></td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECTORS FIXTURES</td>
<td>2,000.00</td>
<td>815.00</td>
<td></td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR / COMMERCIAL ITEM</td>
<td>10.00</td>
<td>600.00</td>
<td></td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

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
2479

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:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O 09-33-477-001 Lot:</td>
<td>EDWARD BARRY</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>Pla/Sub:</td>
<td>1111 Oakley Park RD STE 201 Walled Lake MI 48390</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
</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.

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

Issued: 05/18/2020
Expires: 11/14/2020

BUILDING DEPARTMENT

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

Type of Construction: 
Occupancy Group: 
Edition of Code:  2015 MPC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001</td>
<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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

Fee Total: 0.00

Inspector:
TOM KATICH
(248) 343 2012
plmbspecitor@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 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 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

Tycoon 1 Operations 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 keypad 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 Crow 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The identification number assigned by the Bureau is: 802483853
The name of the limited liability company is: HELLER INVESTMENT HOLDINGS, LLC
The date of filing the original Articles of Organization was: 7/17/2020

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is: TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if “Other” was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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.

* Accept

* Decline
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I

The name of the limited liability company is:

HELER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI 
   Zip Code: 48823
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI 
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

Signature: Andrea Nelson
Title: Organizer
Title if "Other" was selected: 2516

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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 558, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

Date of this notice: 07-31-2020
Employer Identification Number: 85-2192285
Form: SS-4
Number of this notice: CP 575 A
For assistance you may call us at: 1-800-829-4933
IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.

2519
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 ——— DATE OF THIS NOTICE: 07-31-2020

EMPLOYER IDENTIFICATION NUMBER: 85-2192285
FORM: SS-4

INTERNAL REVENUE SERVICE
CINCINNATI OH 45909-0023

TYCOON I OPERATIONS LLC
DARYL MELLER SOLE MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into and made effective as of July 22, 2020 (the "Effective Date") by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the "Company"), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the "Member").

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Michigan Limited Liability Company Act, as amended.

"Business" means the principal business of the Company, which shall be to own and manage investments.

"Capital Contribution" means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

"Certificate" means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Interest" means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to: (a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys’ fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

**ARTICLE V**

**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company’s financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**

**TRANSFERS; ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member’s Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By:
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By:
Name: Daryl Heller
Title: Manager
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, Tycoon I Operations 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>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>Pay 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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

Pete Elliott
Vice President
Cell (734) 664-0472
Ph (313) 964-3750
Fax (313) 964-3850
Pete@dieboldinsurance.com
CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2021-34
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Tycoon I Operations LLC
Request: Class “C” Grower - Medical
Date: February 12, 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 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.

2532
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; Tycoon I Operations, LLC  
180 Premier Drive, Orion Charter Township, MI 48359  
Medical Class C Grow 3 of 4

Dear Madam Clerk:

Please find attached a Marihuana Facility Permit Application and all exhibits for four Medical Class C Grow permits to operate at 180 Premier Drive, Orion Charter Township, MI 48359. This application represents three of four of the medical permits.

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@gloriuscanna.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.
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 bes: 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: Tycoon I Operations, LLC  
   Authorized Signer (of not an individual): Daryl Heller  
   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.</td>
<td>Please see attached organization structure in Exhibit I</td>
<td></td>
<td></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: Please see Organization Structure in Exhibit I
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 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 03/01/2021.  

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  

2539
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: __________________________

______________________________
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: __________________________

2541
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></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>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 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: 

Witness Signature: 

Print Name: [Signature]
Title: [Title]

Dated: 02/09/2021

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.
□ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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: ________________________________
1. Type of Permit Requested:
   - Class “C” Grower Facility (medical) □
   - Processing Center Facility (medical) □
   - Safety Compliance Facility (medical) □
   - Secured Transporter Facility (medical) □
   - Class “A” Grower Facility (adult use) □
   - Marijuana Safety Compliance Facility (adult use) □

   Name of Applicant: ________________________________

2. Date and Time Application accepted by Orion Township:

   Date: _____________  Time: _____________

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: ________________

   □ $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: ________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I ____________ Daryl Heller ______________ 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 48359 _____________.

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.

Dated: 02/09/2021

Print name: Daryl Heller
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 Tycoon I Operations, 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: February 1, 2021 (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

2553
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**  
Tycoon I Operations, LLC  
Signature:  
Name: Daryl Heller  
Title: Authorized Member
D. Zoning Survey
Measure distance
Click on the map to add to your path
Total distance: 1,846.32 ft (562.76 m)
Residents

Measure distance
Click on the map to add to your path
Total distance: 2,649.40 ft (807.54 m)
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
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.

   ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

   iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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 foregoing, 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 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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

File: PM20-0156

Type of Construction: Mechanical

Occupancy Group: 

Edition of Code: 2015 MMC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>MOLLICONE, JAMES P</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001</td>
<td>14445 BARBER</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>WARREN MI 48093</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td></td>
<td>Zoning: IV</td>
<td></td>
</tr>
</tbody>
</table>

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:

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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGRATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</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 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.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET
NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
2577
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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR Lot: 7258 KENSINGTON ROAD BRIGHTON MI 48116</td>
<td>BRIVAR CONSTRUCTION COMPANY</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Plat/Sub: Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM/L TENANT SPACE (COMPLETION)/ APPLICATION</td>
<td></td>
<td>1.00</td>
<td>100.00</td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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

2578
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:  
Occupancy Group:  
Edition of Code:  2018 NEC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<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 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work Description:  Wiring grow facility

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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td></td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT/FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMP STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

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
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>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>EDWARD BARRY</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-13-477-001</td>
<td>1111 Oakley Park RD STE 201</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Walled Lake MI 48390</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</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 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 federal 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

2580
### Charlie 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:**

**Occupancy Group:**

**Edition of Code:** 2015 MPC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot:</td>
<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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Zoning: IV</td>
<td></td>
</tr>
</tbody>
</table>

**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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</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 insuring 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 marijuana 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 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 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

Tycoon I Operations 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

2596
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 frontline 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>
<th>Date Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
Halo RE, LLC
28.9% Member of Tycoon Holdings, LLC, can't from page 1

Heller Investment Holdings, LLC 20.22%
Fred E. Clark 21.14%
Jerry Hostetter 2.12%
Hostetter Family Trust 1.41%
BOS Family Trust dated 3/1/94 8.22%
Brandt Agricultural, LLC 10.22%
Ryan Jundt 12.00%

THC Venture Capital, LLC 24.57%

Heller Capital Group, LLC 62.50%
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The identification number assigned by the Bureau is: 802483853

The name of the limited liability company is: HELLER INVESTMENT HOLDINGS, LLC

The date of filing the original Articles of Organization was: 7/17/2020

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is:

TYCOON 1 OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

Signature: Andrea Nelson
Title: Authorized Agent

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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for

TYCOON I OPERATIONS, LLC

ID Number: 802483853

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau

2615
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 Articles:

Article I

The name of the limited liability company is:

+iELLER INVESTMENT HOLDINGS, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Other: 
   City: EAST LANSING
   State: MI
   Zip Code: 48823

Article V

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
003466.258084.386378.14154 1 MB 0.439 914

TYCDOON I OPERATIONS LLC
DARYL MELLER SOLE MBR
2055 CROOKS RD STE B
ROCHESTER HLS MI 48309

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 946, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.
* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into and made effective as of July 22, 2020 (the "Effective Date") by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the "Company"), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the "Member").

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Michigan Limited Liability Company Act, as amended.

"Business" means the principal business of the Company, which shall be to own and manage investments.

"Capital Contribution" means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

"Certificate" means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Interest" means the Member's entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV

MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to:
(a) the identity of the Member;
(b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company;
(c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or
(d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 **Indemnification.** The Company shall indemnify, defend and hold the Member and the officers, agents and representatives of the Member, and each officer of the Company and, in the discretion of the Member, each employee of the Company, harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of such Member (or officer, agent or representative of the Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the fullest extent provided or allowed by the laws of the State of Michigan. The Company may advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

**ARTICLE V**

**ACCOUNTING AND TAX MATTERS**

5.1 **Accounting Principles.** The Company's financial statements shall be prepared and its profits and losses shall be determined in accordance with methods of accounting selected by the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 **Returns and Other Elections.** The Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Member in its sole discretion. So long as the Company has only one member, the Company shall be treated as a disregarded entity for income tax purposes.

**ARTICLE VI**

**TRANSFERS: ADDITIONAL MEMBERS**

6.1 **Transferability of Membership Interest.** The Member's Interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 **Heirs, Successors and Assigns.** The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: ____________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: ____________________________
Name: Daryl Heller
Title: Manager
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, Tycoon I Operations 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>Pay 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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, Mi 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
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 Marijuan 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 Marijuana 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; Tycoon I Operations, LLC  
180 Premier Drive, Orion Charter Township, MI 48359  
Medical Class C Grow 4 of 4

Dear Madam Clerk:

Please find attached a Marihuana Facility Permit Application and all exhibits for four Medical Class C Grow permits to operate at 180 Premier Drive, Orion Charter Township, MI 48359. This application represents four of four of the medical permits.

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.
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: Tycoon I Operations, LLC
   Authorized Signer (of not an individual): Daryl Heller

   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. Please see attached organization structure in Exhibit 1</td>
<td></td>
<td></td>
<td></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: Please see Organization Structure in Exhibit 1
   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.)

c) 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 at 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 03/01/2021.  

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:  

7 2641
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.

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>
<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 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 OMISSIONS OR INACCURATE INFORMATION OF THE APPLICANT, MY AGENTS OR EMPLOYEES WILL DISQUALIFY MY APPLICATION FROM CONSIDERATION.

Applicant’s Signature: [Signature]

Print Name: [Name]
Title: [Title]

Dated: 02/09/2021

Witness Signature: [Signature]

Print Name: [Name]
Title: [Title]

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.
☐ Document Attached. If not, why not: Not submitted yet. Expected 03/01/2021

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: __________________________________________
GENERAL – OFFICE USE ONLY

1. Type of Permit Requested:
   - Class “C” Grower Facility (medical)
   - Processing Center Facility (medical)
   - Safety Compliance Facility (medical)
   - Secured Transporter Facility (medical)
   - Class “A” Grower Facility (adult use)
   - Marijuana Safety Compliance Facility (adult use)

   Name of Applicant: ________________________________

2. Date and Time Application accepted by Orion Township:
   Date: __________________________ Time: ______________

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: ________________
   □ $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: ________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES

FOR A LICENSED MARIHUANA FACILITY

1. I ______ Daryl Heller _______ 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 48359 _____________.

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.

 Dated: 02/09/2021

Print name: Daryl Heller
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 Tycoon I Operations, 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: February 1, 2021
(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.

2653
5. Security deposit. Tenant, contemparaneously 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 se: 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
Tycoon I Operations, LLC
Signature: [Signature]
Name: Daryl Heller
Title: Authorized Member
D. Zoning Survey
Church

Measure distance
Click on the map to add to your path
Total distance: 1,646.32 ft (502.76 m)
F. Operations Plan
Tycoon I Operations, LLC

Business & Operations Plan

PREAMBLE:
Tycoon I Operations, 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. The Applicant is organized as a Michigan limited liability company and is in good standing.

   ii. The members, owners, directors, officers, and managers of the Applicant are listed in the Organization Structure.
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 MMFLA and MRTMA.

iv. The business will not open for operation until it receives a state license to operate under the MMFLA and 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 24 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

2671
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.
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA, MRTMA, 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

PM20-0156

Type of Construction: Mechanical
Occupancy Group: PM20
Edition of Code: 2015 MMC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>MOLLCONE, JAMES P</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O -09-35-477-001</td>
<td>14445 BARBER</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>WARREN MI 48093</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</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>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>5.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</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 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

BUILDING

PB20-047

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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-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>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Zoning: IV</td>
<td></td>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>7,262.00</td>
</tr>
<tr>
<td>COM'L TENANT SPACE (COMPLETION)//APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,200.00</td>
</tr>
</tbody>
</table>

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

2678

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


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>Joshua Holdsworth</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001 Lot:</td>
<td>1185 N Perry</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>Pontiac MI 48340</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work Description: Wiring grow facility
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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR/TRANSFOR/ELEC HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT/FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMAT STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUBPANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

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 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.

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>FIRE SUPPRESSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>PFS20-021</td>
</tr>
</tbody>
</table>

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

---

**Type of Construction:**

**Occupancy Group:**

**Edition of Code:**

---

**LOCATION**

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR 0-09-35-477-001 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 950 WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</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.

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**

---

2680
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


LOCATION

180 PREMIER DR Lot: EDWARD LEE
O-09-35-477-001 631 OAKLAND AVENUE
Plat/Sub: PONTIAC MI 48342

OWNER

PREMIER DRIVE LLC
919 N MARKET ST STE 950
WILMINGTON DE 19801-3036

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

<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>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BIBB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (JECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

Inspector:

TOM KATCH
(248) 343 2012
plmbinsp@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
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 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 rock wool, 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

Tycoon I Operations 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 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Organizational Structure
ADDITIONAL DOCUMENTS
CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:

The identification number assigned by the Bureau is: 802483853

The name of the limited liability company is: HELLER INVESTMENT HOLDINGS, LLC

The date of filing the original Articles of Organization was: 7/17/2020

Complete only those articles being amended.

Article I

The name of the limited liability company as amended, is:
TYCOON I OPERATIONS, LLC

The amendment was approved 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 22nd Day of July, 2020 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if “Other” was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Authorized Agent</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

for

TYCOON I OPERATIONS, LLC

ID Number: 802483653

received by electronic transmission on July 22, 2020, is hereby endorsed.

Filed on July 22, 2020, 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 22nd day of July, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

Article I
The name of the limited liability company is:

HELLER INVESTMENT HOLDINGS, LLC

Article II
Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

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

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: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
   Apt/Suite/Others:
   City: EAST LANSING
   State: MI Zip Code: 48823
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 601 ABBOT ROAD
   Apt/Suite/Others:
   City: EAST LANSING
   State: MI Zip Code: 48823

Article V
(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)
THE COMPANY SHALL BE Managed BY ONE OR MORE MANAGERS.

Signed this 17th Day of July, 2020 by the organizer(s):

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrea Nelson</td>
<td>Organizer</td>
<td></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
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

HELLER INVESTMENT HOLDINGS, LLC

ID Number: 802483853

received by electronic transmission on July 17, 2020, is hereby endorsed.

Filed on July 17, 2020, 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 17th day of July, 2020.

[Signature]
Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau
IRSDepartment of the Treasury
Internal Revenue Service
Cincinnati, OH 45999-0023

003466.258884.304378.141154 1 MB 0.439 914

Tycoon I Operations LLC
Daryl Heller Sole Mbr
2055 Crooks Rd Ste B
Rochester Hills MI 48309

003466

Date of this notice: 07-31-2020
Employer Identification Number: 85-2192285
Form: SS-4
Number of this notice: CP 575 A
For assistance you may call us at: 1-800-829-4933

If you write, attach the stub of this notice.

We Assigned You an Employer Identification Number

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2192285. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2021
Form 940 01/31/2021

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and 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.

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
OPERATING AGREEMENT
OF
TYCOON I OPERATIONS, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is entered into and made effective as of July 22, 2020 (the “Effective Date”) by and between TYCOON I OPERATIONS, LLC, a Michigan limited liability company (the “Company”), and TYCOON HOLDINGS, LLC, a Michigan limited liability company and sole member of the Company (the “Member”).

Background

A. The Company was formed on July 22, 2020 as a Michigan limited liability company.

B. The undersigned desires to memorialize its rights and obligations with respect to the Company pursuant to the terms of this Agreement.

Agreement

In consideration of the foregoing background and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Michigan Limited Liability Company Act, as amended.

“Business” means the principal business of the Company, which shall be to own and manage investments.

“Capital Contribution” means any contribution of cash or property to the Company, or any obligation to contribute cash or property to the Company, whenever made.

“Certificate” means the Articles of Organization as filed by the organizer of the Company with the Department of State of the State of Michigan, as amended.


“Interest” means the Member’s entire interest in the Company.
“Person” means any individual, trust, partnership, corporation, limited liability company or entity.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. The Company has been organized as a Michigan limited liability company by executing and delivering the Certificate in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Tycoon I Operations, LLC.

2.3 Registered Office. The address of the registered office of the Company shall be The CSC – Lawyers Incorporating Service, 601 Abbot Road, East Lansing, Michigan 48823, or at such other place as the Member may from time to time determine. The registered office of the Company may be changed from time to time by amending the Certificate in accordance with the Act. The Company may maintain such other offices, including, but not limited to, a principal place of business as the Member shall determine.

2.4 Purpose. The purposes of the Company shall be (a) to advance and grow the Business, (b) to engage in all other lawful business authorized pursuant to the Act, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out the foregoing purposes.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; DISTRIBUTIONS

3.1 Capital Contributions. The Company shall keep a record of all Capital Contributions made by the Member. The Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company.

3.2 Loans. Any and all loans made to the Company by the Member shall not be considered Capital Contributions.

3.3 Distributions. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member and as permitted by applicable law.
ARTICLE IV
MEMBER

4.1 Member. The name and address of the Member is:

Tycoon Holdings, LLC
2055 Crooks Road, Suite B
Rochester Hills, MI 48309

4.2 Management. The Company shall be initially managed by Heller Investment Holdings, LLC.

4.3 Right to Rely on Member. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a designee of the Member as to:
(a) the identity of the Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any manner germane to the affairs of the Company; (c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (d) any act or omission by the Company or any other matter whatsoever involving the Company or the Member.

4.4 Authority to Designate Officers. The Member may elect, appoint or designate, by resolution or otherwise, individuals as officers of the Company and delegate to such officers such powers, authority and responsibilities as are (i) set forth in the designation or delegation, and (ii) necessary to carry out and implement the management decisions of the Member. The Member may remove any officer, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect as of the date of the Company’s receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Unless the Member decides otherwise, if the title to an officer of the Company is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office. The current officers of the Company are as set forth on Schedule A attached hereto, as may be amended from time to time.

4.5 Liability of Member and Officers. Neither the Member nor any officer, agent or representative of the Member, or officer of the Company, shall be liable to the Company or to the Members, as applicable, for (i) the performance of, or the failure to perform, any act or duty on behalf of the Company if, in good faith, the Members or officer determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the failure to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.
4.6 Indemnification. The Company shall indemnify, defend and hold the Member and
the officers, agents and representatives of the Member, and each officer of the Company and, in
the discretion of the Member, each employee of the Company, harmless from and against any
expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss,
judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related
to, the Company or any act or omission of such Member (or officer, agent or representative of the
Member) or officer (or employee) and amounts paid in settlement of any of the foregoing, to the
fullest extent provided or allowed by the laws of the State of Michigan. The Company may
advance to any such Person the costs of defending any claim, suit or action against such Person.

4.7 Title to Company Property. All real and personal property shall be acquired in the
name of the Company and title to any property so acquired shall vest in the Company itself rather
than in the Member.

ARTICLE V
ACCOUNTING AND TAX MATTERS

5.1 Accounting Principles. The Company's financial statements shall be prepared and
its profits and losses shall be determined in accordance with methods of accounting selected by
the Member, which need not be the same as the method of accounting used for tax purposes.

5.2 Returns and Other Elections. The Member shall cause the preparation and timely
filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax
returns deemed necessary and required in each jurisdiction in which the Company does business.
All elections permitted to be made by the Company under federal or state laws shall be made by
the Member in its sole discretion. So long as the Company has only one member, the Company
shall be treated as a disregarded entity for income tax purposes.

ARTICLE VI
TRANSFERS: ADDITIONAL MEMBERS

6.1 Transferability of Membership Interest. The Member's Interest in the Company is
freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

6.2 Admission of Additional Members. Additional members of the Company may be
admitted to the Company at the direction of the Member only if a new operating agreement or an
amendment and restatement of this Agreement is executed by such additional member or members.
ARTICLE VII
DISSOLUTION AND LIQUIDATION

7.1 Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated only upon the determination of the Member. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Dissolution of the Company shall be effective on the day on which an event described in Section 7.1(a) above occurs, but the Company shall not terminate until articles of dissolution shall be filed with the Department of State of the State of Michigan and the assets of the Company are distributed as provided in Section 7.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

7.2 Winding Up. Upon dissolution, the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company’s property shall be distributed (a) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities, and (b) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered (a) two business days after being sent by registered or certified United States mail, or (b) upon delivery if hand delivered, sent via facsimile transmission or electronic mail. If delivered to the Member, such notice shall be delivered to his address as it appears in Section 4.1 above. If to the Company, such notice shall be delivered to its principal place of business.

8.2 Governing Law. This Agreement, and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the State of Michigan, without regard to its conflicts of laws provisions.

8.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless expressly stated otherwise, Section and Article references herein shall refer to the Sections and Articles of this Agreement.

8.4 Waivers. No waiver by any party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision hereof.
8.5 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, provided that the essential purpose of this Agreement is not frustrated.

8.6 Heirs, Successors and Assigns. The covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, except as otherwise provided to the contrary, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8.7 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the Effective Date.

COMPANY:

TYCOON I OPERATIONS, LLC

By: Tycoon Holdings, LLC, its sole member

By: ________________________________
Name: Daryl Heller
Title: Member

MEMBER:

HELLER INVESTMENT HOLDINGS LLC

By: ________________________________
Name: Daryl Heller
Title: Manager

Signature Page to Operating Agreement of Tycoon Holdings
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, Tycoon | Operations 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>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>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>
02/09/2021

To Whom it May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing coverage for Tycoon I Operations LLC at 180 Premier Drive, Orion Charter Township, MI 48359. Coverages include general liability and property coverage.

Please contact me with any questions.

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
Article XXX

Administrative Procedures & Standards

30.01 Site Plan Review Procedures, Standards & Condominium Requirements

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, soffit, 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.

Charter Township of Orion Zoning Ordinance 78

Revised 05/21/20

Page 30 - 9
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 unclipped 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.
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

2736

Revised 05/21/20

Charter Township of Orion Zoning Ordinance 78

Page 27 - 54
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.
Article XXVII

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.
Article XXVII
General Provisions

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.

3. Protective Barrier. Before development, land-clearing, filling, or any land alteration for which a Tree Removal Permit is required, the applicant shall erect and maintain suitable barriers to protect remaining trees. Protective barriers shall remain in place until the Township authorizes their removal or issues a final Certificate of Occupancy, whichever occurs first. Wood, metal or other substantial material shall be utilized in the construction of barriers. Barriers are required for all trees designated to remain, except in the following cases:

a. Rights-of-Way and Easements. Street right-of-way and utility easements may be cordoned by placing stakes a minimum of fifty (50) feet apart and tying ribbon, plastic tape, rope, etc., from stake to stake along the outside perimeters of areas to be cleared.

b. Large, Separate Areas. Large property areas separate from the construction or land clearing area, onto which no equipment will travel or be stored, may also be cordoned off as described in Subparagraph (a) above.


1. Display of Permit. The tree removal permit grantee shall conspicuously display the permit on site. The permit grantee shall display the permit continuously while trees are being removed or replaced or while activities authorized under the permit are performed. The permit grantee shall allow Township representatives to enter
Article XXVII  General Provisions

27.12 Tree and Woodlands Protection

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 Permitee 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.

3. The Building Department shall maintain an inventory of all nominated and designated Historic Landmark Trees.

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:

<table>
<thead>
<tr>
<th>COMMON NAME</th>
<th>BOTANICAL NAME</th>
<th>SIZE D.B.H.</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Trees</td>
<td></td>
<td>36&quot; or greater</td>
</tr>
<tr>
<td>Arborvitae</td>
<td>Thuja</td>
<td>18&quot;</td>
</tr>
<tr>
<td>Beech, American</td>
<td>Fagus grandifolia</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Birch</td>
<td>Betula</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Black Walnut</td>
<td>Juglans nigra</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Blue Ash</td>
<td>Fraxinus quadrangulata</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Blue Beech</td>
<td>Carpinus caroliniana</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Chestnut</td>
<td>Castanea</td>
<td>10&quot;</td>
</tr>
<tr>
<td>Crabapple/Hawthorne</td>
<td>Mahoe/Crataegus</td>
<td>12&quot;</td>
</tr>
<tr>
<td>Dogwood, Flowering</td>
<td>Cornus florida</td>
<td>6&quot;</td>
</tr>
<tr>
<td>Eastern Red Cedar</td>
<td>Juniperus virginiana</td>
<td>12&quot;</td>
</tr>
<tr>
<td>Fir</td>
<td>Abies</td>
<td>24&quot;</td>
</tr>
<tr>
<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-Hornbeam</td>
<td>Ostrya virginiana</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Kentucky Coffeetree</td>
<td>Gymnocladus dioicus</td>
<td>20&quot;</td>
</tr>
<tr>
<td>Larch/Tamarack</td>
<td>Larix</td>
<td>18&quot;</td>
</tr>
<tr>
<td>London Plane tree/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 saccharinum</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>Populus</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 albidurn</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>Liquidamber 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>Serotina</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 moneys 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

#### C. Tree Removal Permit Required.

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.

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 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.

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.

3. Protective Barrier. Before development, land-clearing, filling, or any land alteration for which a Tree Removal Permit is required, the applicant shall erect and maintain suitable barriers to protect remaining trees. Protective barriers shall remain in place until the Township authorizes their removal or issues a final Certificate of Occupancy, whichever occurs first. Wood, metal or other substantial material shall be utilized in the construction of barriers. Barriers are required for all trees designated to remain, except in the following cases:

   a. Rights-of-Way and Easements. Street right-of-way and utility easements may be cordoned by placing stakes a minimum of fifty (50) feet apart and tying ribbon, plastic tape, rope, etc., from stake to stake along the outside perimeters of areas to be cleared.

   b. Large, Separate Areas. Large property areas separate from the construction or land clearing area, onto which no equipment will travel or be stored, may also be cordoned off as described in Subparagraph (a) above.


1. Display of Permit. The tree removal permit grantee shall conspicuously display the permit on site. The permit grantee shall display the permit continuously while trees are being removed or replaced or while activities authorized under the permit are performed. The permit grantee shall allow Township representatives to enter 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.

3. The Building Department shall maintain an inventory of all nominated and designated Historic Landmark Trees.

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:

<table>
<thead>
<tr>
<th>COMMON NAME</th>
<th>BOTANICAL NAME</th>
<th>SIZE D.B.H.</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Trees</td>
<td></td>
<td>36&quot; or greater</td>
</tr>
<tr>
<td>Arborvitaes</td>
<td>Thuja</td>
<td>18&quot;</td>
</tr>
<tr>
<td>Beech, American</td>
<td>Fagus grandifolia</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Birch</td>
<td>Betula</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Black Walnut</td>
<td>Juglans nigra</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Blue Ash</td>
<td>Fraxinus quadrangulata</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Blue Beech</td>
<td>Cornus florida</td>
<td>6&quot;</td>
</tr>
<tr>
<td>Chestnut</td>
<td>Castanea</td>
<td>10&quot;</td>
</tr>
<tr>
<td>Crabapple/Hawthorne</td>
<td>Malus/Crataegus</td>
<td>12&quot;</td>
</tr>
<tr>
<td>Dogwood, Flowering</td>
<td>Cornus florida</td>
<td>6&quot;</td>
</tr>
<tr>
<td>Eastern Red Cedar</td>
<td>Juniperus virginianus</td>
<td>12&quot;</td>
</tr>
<tr>
<td>Fir</td>
<td>Abies</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Ginkgo</td>
<td>Ginkgo</td>
<td>18&quot;</td>
</tr>
<tr>
<td>Hazelock</td>
<td>Tsuga</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Hickory</td>
<td>Carpinus</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Hop-Honeysuckle</td>
<td>Osyra virginiana</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Kentucky Coffeetree</td>
<td>Gymnocladus dioicus</td>
<td>20&quot;</td>
</tr>
<tr>
<td>Larch/Tamarack</td>
<td>Larix</td>
<td>18&quot;</td>
</tr>
<tr>
<td>London Plane/Platanus</td>
<td>Platanus</td>
<td>36&quot;</td>
</tr>
<tr>
<td>Maple (Red)</td>
<td>Acer rubrum</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Maple (Silver)</td>
<td>Acer saccharinum</td>
<td>36&quot;</td>
</tr>
<tr>
<td>Maple (Sugar)</td>
<td>Acer saccharinum</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>Populus</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.