



Village of Pinckney

Recreational Marihuana License Application

Introduction:

Provisional and final permitting of Marihuana Businesses in the Village of Pinckney is governed by Chapter 113 of the Village of Pinckney Ordinance - Marihuana Establishments (“Ordinance”) and may be viewed at <https://villageofpinckney.org/ordinances>. Pursuant to this Ordinance, the Village Clerk is required to review and score complete applications based upon a rigid scoring system. Applicants should familiarize themselves with the required scoring criteria, as this Application and all documents submitted therewith will be considered by the Village Clerk in scoring the Application. In scoring the Application, the Village Clerk will only consider information and documents submitted with this Application. No late applications will be accepted or considered. In addition to the licensing requirements, Marihuana Businesses must also comply with applicable Village of Pinckney Zoning ordinances. The Village has the right, but not the obligation, to make any adjustments to this Application required by, or recommended for, compliance with changes in the Michigan Regulation and Taxation of Marihuana Act, IL 1 of 2018, MCL 333.27951, *et seq.* (“MRTMA”) and its corresponding rules and regulations.

The decision of the Village is final. It is the intention of the Village to select only applicants that have not only provided all required application materials and met all criteria required by the Ordinance and by MRTMA, but to select applicants that will, in the sole and absolute discretion of the Village, make the best community partners by demonstrating an established history of positive community partnerships, economic development, corporate responsibility and regulatory compliance that are best suited to operate in compliance with MRTMA within the Village of Pinckney. If, in the sole and exclusive opinion of the Village, no Applicants meet the rigorous criteria set forth by the Village, the Village is not obligated to issue any provisional permits.

By submitting an application for a Marihuana Business to the Village of Pinckney, the Applicant and all of its owners acknowledge that the Village is solely, exclusively and uniquely qualified and authorized to make a determination as to whether an Applicant is best suited to operate in compliance with MRTMA within the Village of Pinckney. Applicant and all of its owners further acknowledge that the submission of an application for a land use permit is not, and does not confer, any property right or standing.

All words and phrases used in this Application shall have the definitions ascribed to them in MRTMA and the Ordinance. No additional or supplemental materials will be accepted. Four (4) original duplicates of the Application and one copy of the Application in digital form is required for each submission.

I. APPLICANT INFORMATION

For Applicant that is an Entity:

Business Name: Northville Services and Holdings LLC

Assumed Name(s): Essence Cannabis Co

Registered Address: 17228 Summit Drive, Northville, MI 48168

Phone Number: 734-674-3958 Website: _____

E-mail: mlytwyn321@gmail.com EIN #: 93-3284939

Emergency Contact: Marco Lytwyn Phone: 734-674-3958

❖ **For all Stakeholders of the above-named Applicant, attach a page that includes the following:** Full name, residential address, phone number, e-mail, date of birth and SS#.

For Applicants that are individuals:

Full Legal Name: _____

Date of Birth: _____ Social Security #: _____

Phone Number: _____ E-mail: _____

Residential Address: _____

Emergency Contact: _____ Phone: _____

II. PROPOSED MARIUANA ESTABLISHMENT TYPE

A separate application and fees must be submitted for each establishment type and for each location.

- Retailer
- Processor
- Secure Transporter
- Safety Compliance
- Microbusiness
- Grower (Any Class)

III. PROPOSED BUSINESS ESTABLISMENT LOCATION INFORMATION

Property Address: 1268 M-36, Pinckney, MI 48169

Parcel Tax ID No.: 4714-23-400-008 Zoning: Secondary Business District

Legal Description: 14-23-400-008 SEC 23 T1N R4E COMME 1/4 COR TH S00*20'19"E 587.39 FT TH S70*34'10"W 595.63 FT TH S71*05'37"W 316 FT TO POB, TH S00*35'00"E 392.83 FT TH S87*16'07"W 116.4 FT TH N00*21'06"E 359.15 FT TH N71*05'37"E 121 FT TO POB. .997 AC M/L REDESCRIBED BY SURVEY 5-06

Applicant's Legal Interest in the Property: Owner

Property Owner: Pinckney Developments LLC

Property Owner Mailing Address: 17228 Summit Drive, Northville, MI 48168

Telephone: 734-674-3958 E-mail: mlytwyn321@gmail.com

IV. PERSON COMPLETING APPLICATION (if different from applicant)

Name: _____ Phone: _____

Address: _____

E-mail: _____ Affiliation with Applicant: _____

IV. CHECKLIST OF REQUIRED APPLICATION MATERIALS

- Fully completed and executed Application with all documents required herein.
- \$5,000.00 non-refundable application fee payable to the Village of Pinckney (certified check).
- Copy of the Special Use Permit recommended by the Village of Pinckney Planning Commission, and approved by the Village of Pinckney Village Council, and any and all municipal permits or approvals needed for the Marihuana Establishment.
- If the Applicant is an entity, a copy of the entity's filed Articles of Incorporation, Articles of Organization, Partnership Agreement, and other applicable organizational documents, including a copy of the Applicant's EIN Confirmation Letter and a Good Standing Certificate issued by the Corporations Division of the State of Michigan within the past ninety (90) days.
- A location area map of the marihuana establishment and surrounding area that identifies the relative locations and the distances (closest property line to the subject marihuana establishment's building) per Village ordinance 152.243 (S)(8).
- Documentation of ownership, lease agreement, or other legal interest in the Property authorizing the Applicant to apply for a permit on the Property, along with a property owner affidavit.
- A preliminary site plan of the proposed Marihuana Business facility, detailing the location of basic security features, entrances and exits, dimensions, and proposed layout of the Business Facility Address. This shall include the square footage of the Business Facility Address and the location of any shared walls, bathrooms, doors, air ventilation systems, or facilities with non- marihuana businesses and the location of any Business Facility Adjacent Addresses. The Applicant shall note if it is applying to be a vertically integrated facility by noting other license types that they are applying for at the Business Facility Address.
- Documentation that the Applicant has received a state operating license pursuant to the Michigan Marihuana Facilities Licensing Act or Michigan Regulation and Taxation of Marihuana Act, or that the Applicant has received pre-qualification approval from the Michigan Marihuana Regulatory Agency.
- A business plan which contains, but is not limited to, the following: The applicant's experience in operating other similarly permitted or licensed businesses and the applicant's general business management experience; The ownership structure of the establishment, including percentage ownership of each person or entity and documentation supporting such ownership; A current organizational chart that includes position descriptions and the names of each person holding each position; Planned tangible capital investment in the Village, including if multiple permits are proposed, an explanation of the economic benefits to the Village and job creation, if any, to be achieved through the award of such multiple permits, with supporting factual data; Expected job creation from the proposed marihuana establishment(s); If a Marihuana Grower Establishment is

proposed, the number of plants anticipated; Financial structure and financing of the proposed marihuana establishment(s); and Community outreach/education plans and strategies.

- A written description of the training and education that the Applicant will provide to all employees, including planned continuing education for existing employees, and a written description of the method(s) for record retention of all training provided to existing and former employees.
- A facility sanitation plan to protect against any marihuana being ingested by any person or animal, indicating how the waste will be stored and disposed of, and how any marihuana will be rendered unusable upon disposal. Disposal by on-site burning or introduction into the sewerage system is prohibited.
- A security plan for the facility that demonstrates the Applicant's ability to meet or exceed the requirements of MRTMA and includes, but is not limited to, a detailed description of, and location placement of, any security lighting, alarms and alarm systems, barriers, monitoring devices and systems and / or security guard services, video surveillance, digital archiving, and a plan to reduce the impact of any enhanced security measures on the surrounding parcels.
- A wastewater treatment plan that demonstrates the Applicant's ability to prevent wastewater from being released or discharged from the facility, which may include plans for zero discharge, recycling, collecting, storing or treating water used at the facility, and which shall include the specifications for any equipment proposed to be used in this process.
- A signed acknowledgment that the applicant is aware of and understands that all matters related to marihuana growing, cultivation, possession, testing, safety compliance and transporting, are currently subject to state and federal laws, rules and regulations, and that the approval or granting of a license hereunder does not exonerate or exculpate the applicant from abiding by the provisions and requirements and penalties associated with those laws, rules, and regulations, or exposure to any penalties associated therewith; and further, the applicant waives and forever releases any claim, demand, action, legal redress, or recourse against the Village, its elected and appointed officials, and its employees and agents for any claims, damages, liabilities, causes of action, damages, or attorney fees that the applicant may incur as a result of the violation by the applicant, its Stakeholders and agents of those laws, rules, and regulations.
- A written description of an estimate of the number and type of jobs that the marihuana establishment is expected to create, and the amount and type of compensation expected to be paid for such jobs.
- If Applicant is an entity, a resolution authorizing the signatory to this Application to sign and submit the Application.

V. CERTIFICATION

By signing this Application, the Named Applicant and all owners or representatives of the Named Applicant acknowledge, agree, and consent to the following:


- The Village of Pinckney is authorized, through its agents or employees, to seek information and conduct an investigation to verify the statements and information in and attached to this Application.
- Applicant understands that if all required materials are not received by the Village by the deadline as set forth on the Application, the Applicant's application will be automatically denied and will not be scored.
- The Village of Pinckney ordinance, application and scoring rubric meet all of the requirements for a merit-based application process pursuant to 2018 IL 1, MCL 333.27951, *et seq.*, commonly known as the Michigan Regulation and Taxation of Marihuana Act ("MRTMA"), and that the Village is basing, and will base, its decision(s) on which applicants receive a license based on its sole and exclusive opinion as to which applicants best show they are suited to operate in compliance with MRTMA within the Village of Pinckney.
- That the decision of the Village of Pinckney is final, and that one (1) request for Administrative review of the

Village's decision regarding an Application by the Named Applicant is the sole relief and remedy available for challenging a Village decision on this Application, and must be requested in writing to the Clerk within thirty (30) days of the announcement and communication to the applicants of the results of the application process.

- Applicant hereby verifies that all property taxes and assessments for the proposed facility location are current and not delinquent, and acknowledges that if this certification is false, that this Application will be denied.
- That the submission of this Application and the signing of this Application by the Named Applicant constitutes a waiver of the exemption from Freedom of Information Act disclosure of the application documents under the MRTMA (MCL 333.2727959(7)).
- A License issued under this ordinance is not transferable without the prior approval of the Village under the same terms and conditions required for the initial issuance of a license under this Ordinance.
- That the Ordinance, the Application and the Scoring Rubric adopted by the Village are not unreasonably impracticable and do not in any way conflict with MRTMA.
- That I understand that any attempt to communicate with the Village during the Application approval process other than by official Village e-mail addressed to the Village Clerk will result in my Application being disqualified from the permitting process.
- Applicant hereby verifies that neither the Applicant nor any of its Stakeholders or its Landlord, if applicable, is employed by the Village, acts as a consultant for the Village, or acts as an advisor to the Village, or is or was involved in any way in the implementation, administration or enforcement of this Ordinance.

STATE OF Michigan
-SS-
COUNTY OF Livingston


I, the undersigned, swear under oath that, I have the authority to sign this Application on behalf of myself or the above-named entity. I have read all the above answers and reviewed the supporting documentation, and such are true and correct to the best of my knowledge and belief.

Signature: 
Name & Title: Marco Lytwyn, Member
Date: 12/12/2023

NOTARY PUBLIC

On the 12th day of December, 2023, before me personally appeared Marco Lytwyn and made oath that s/he has read the foregoing and that the same is true of his/her own knowledge, except as to the matters which are therein stated to be upon his/her information and belief, and as to those matters, s/he believes them to be true.

TYLER NOBLE
Notary Public, State of Michigan
County of Livingston
My Commission Expires 01-03-2027
Acting in the County of Livingston

Signature: 
Printed name: Tyler Noble
Expires: January 3rd, 2027

VI. ACKNOWLEDGEMENTS

This Application form has been approved for use by the Village Council, and no other form of application is acceptable. Each license and each license type must be submitted separately with a separate non- refundable fee.

Four (4) hard copies with original signatures and one (1) digital copy on a USB drive of the complete, signed application with all attachments must be submitted. The determination of whether the application is complete is at the sole and exclusive discretion of the Pinckney Village Clerk. Any questions regarding this Application or the Ordinance must be submitted in writing to the Clerk's office. Questions submitted by any other method will not be answered.

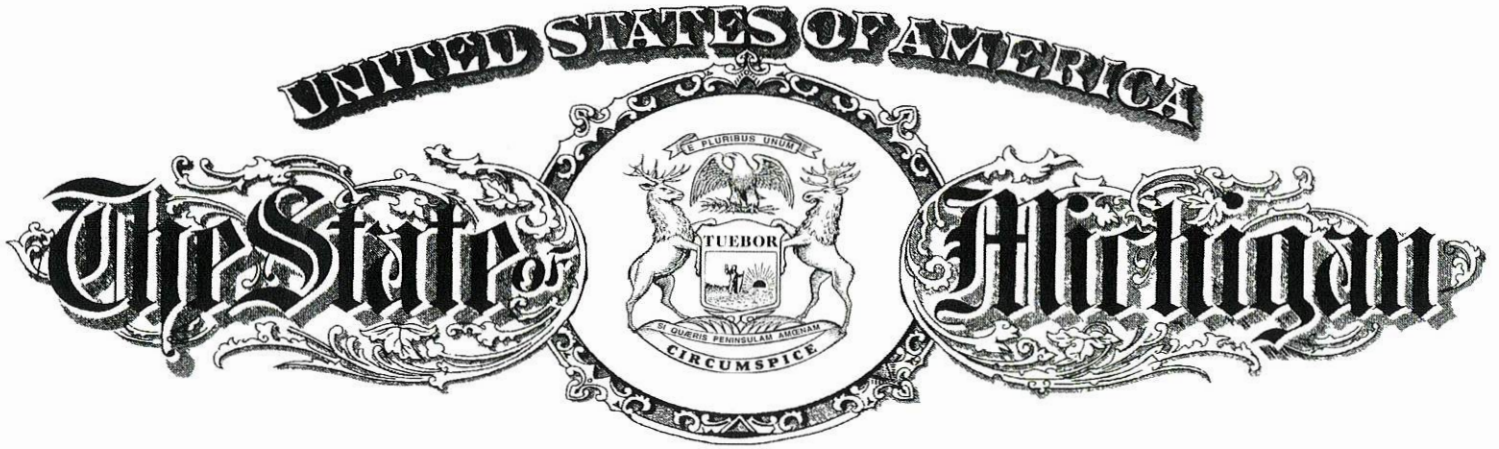
Return completed application & \$5,000.00 application fee to:

Village Clerk's Office –
Village of Pinckney 220 S. Howell
Pinckney, MI 48169

Further information or questions must be submitted via email to the clerk:

Village Clerk's Office
clerk@villageofpinckney.org





Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

NORTHVILLE SERVICES AND HOLDINGS LLC

*was validly authorized on September 7, 2023, as a Michigan
DOMESTIC LIMITED LIABILITY COMPANY
and said limited liability company is validly in existence under the laws of this state and has satisfied its
annual filing obligations.*

*This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is
in good standing in Michigan as of this date.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.*



*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 7th day of September, 2023.*

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 23090114606

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

Date of this notice: 09-07-2023

Employer Identification Number:
93-3284939

Form: SS-4

Number of this notice: CP 575 G

NORTHVILLE SERVICES AND HOLDINGS
LLC
MARCO S LYTWYN SOLE MBR
17228 SUMMIT DRIVE
NORTHVILLE, MI 48168

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-3284939. 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.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

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

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

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

Northville Services and Holdings LLC

OPERATING AGREEMENT FOR MEMBER-MANAGED LIMITED LIABILITY COMPANY

I. PRELIMINARY PROVISIONS

(1) Effective Date: This operating agreement of Northville Services and Holdings LLC, effective September 7, 2023, is adopted by the members whose signature/s appears at the end of this agreement (the "Agreement").

(2) Formation: This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the State of Michigan on September 7, 2023. A copy of this organizational document has been placed in the LLC's records book.

(3) Name: The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) Registered Office and Agent: The registered office of this LLC and the registered agent at this address are as follows: 17228 Summit Drive, Northville, MI 48168. The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) Business Purposes: The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following residential housing acquisition and holding. It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) Duration of LLC: The duration of this LLC shall be perpetual. Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

II. MEMBERSHIP PROVISIONS

(1) Non-liability of Members: No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) Reimbursement for Organizational Costs: Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses

and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) Management: This LLC shall be managed exclusively by all of its members. Members' Percentage Interests: A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(3) Membership Voting: Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) Compensation: Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

(7) Members' Meetings: The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting. If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each non-attending member promptly after the holding of the second postponed meeting. Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) Membership Certificates: This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates. In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC. The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) Other Business by Members: Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

III. TAX AND FINANCIAL PROVISIONS

(1) Tax Classification of LLC: The members of this LLC intend that this LLC be initially classified as a corporation for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) Tax Year and Accounting Method: The tax year of this LLC shall be a calendar year. The LLC shall use the cash accounting method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) Tax Matters Partner: If this LLC is required under Internal Revenue Code provisions or regulations, it may designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231 (a)(7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) Annual Income Tax Returns and Reports: Within 120 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a

federal (and, if applicable, state) Form K-1 (Form 1065 - Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) Bank Accounts: The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) Title to Assets: All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

IV. CAPITAL PROVISIONS

(1) Capital Contributions by Members: Unless otherwise noted, cash and property shall be paid or delivered to the LLC as they are accumulated. The fair market values of items of property or services as agreed between the LLC and the contributing member will be documented as they acquired or otherwise invested in the LLC

(2) Additional Contributions by Members: The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

(3) Failure to Make Contributions: If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.

(4) No Interest on Capital Contributions: No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) Capital Account Bookkeeping: A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) Consent to Capital Contribution Withdrawals and Distributions: Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash,

except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

(7) Allocations of Profits and Losses: No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) Allocation and Distribution of Cash to Members: Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by the members.

(9) Allocation of Noncash Distributions: If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) Allocation and Distribution of Liquidation Proceeds: Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

V. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS

(1) Withdrawal of Members: A member may withdraw from this LLC by giving written notice to all other members at least 30 days before the date the withdrawal is to be effective.

(2) Restrictions on the Transfer of Membership: A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC. Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

VI. DISSOLUTION PROVISIONS

(1) Events That Trigger Dissolution of the LLC: The following events shall trigger dissolution of the LLC, except as provided:

- (a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within year of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;
- (b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;
- (c) the written agreement of all members to dissolve the LLC;
- (d) entry of a decree of dissolution of the LLC under state law.

VII. GENERAL PROVISIONS

(1) Officers: The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or noncompensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out of pocket expenses paid by the officer in carrying out the duties of his or her office.

(2) Records: The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC. Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC.

A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and

- a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement. If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address. Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) All Necessary Acts: The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) Indemnification: The LLC shall indemnify the Member and those authorized officers, agents, and employees of the LLC identified in writing by the Member as entitled to being indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or officer, agent, or employee) or any such office, agent, or employee in connection with the business of the LLC, except to the extent prohibited by the laws of the state that governs this Agreement. In addition, the LLC may advance costs of defense of any proceeding to the Member or any such officer, agent, or employee upon receipt by the LLC of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the LLC.

(5) Mediation and Arbitration of Disputes Among Members: In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

(6) Governing Law: This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State in which the LLC was formed, without reference to the conflicts of law rules of that or any other jurisdiction.

(7) Entire Agreement: This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC. (8)

Severability: If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

VIII. SIGNATURES OF MEMBERS

Execution of Agreement: In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: 09/21/2023

Signature: *Marco Lytwyn*

Printed Name: Marco Lytwyn, Member

Exhibit A

Members and Percentage of Ownership

<u>Member</u>	<u>Address</u>	<u>Percentage</u>
Marco Lytwyn	17228 Summit Drive, Northville, MI 48168	100%

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

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:

NORTHVILLE SERVICES AND 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: MARCO LYTWYN
2. Street Address: 17228 SUMMIT DRIVE
Apt/Suite/Other:
City: NORTHVILLE
State: MI Zip Code: 48168

3. Registered Office Mailing Address:
P.O. Box or Street Address: 17228 SUMMIT DRIVE
Apt/Suite/Other:
City: NORTHVILLE
State: MI Zip Code: 48168

Signed this 7th Day of September, 2023 by the organizer(s):

Signature	Title	Title if "Other" was selected
Marco Lytwyn	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

NORTHVILLE SERVICES AND HOLDINGS LLC

ID Number: 803095830

received by electronic transmission on September 07, 2023, **is hereby endorsed.**

Filed on September 07, 2023, **by the Administrator.**

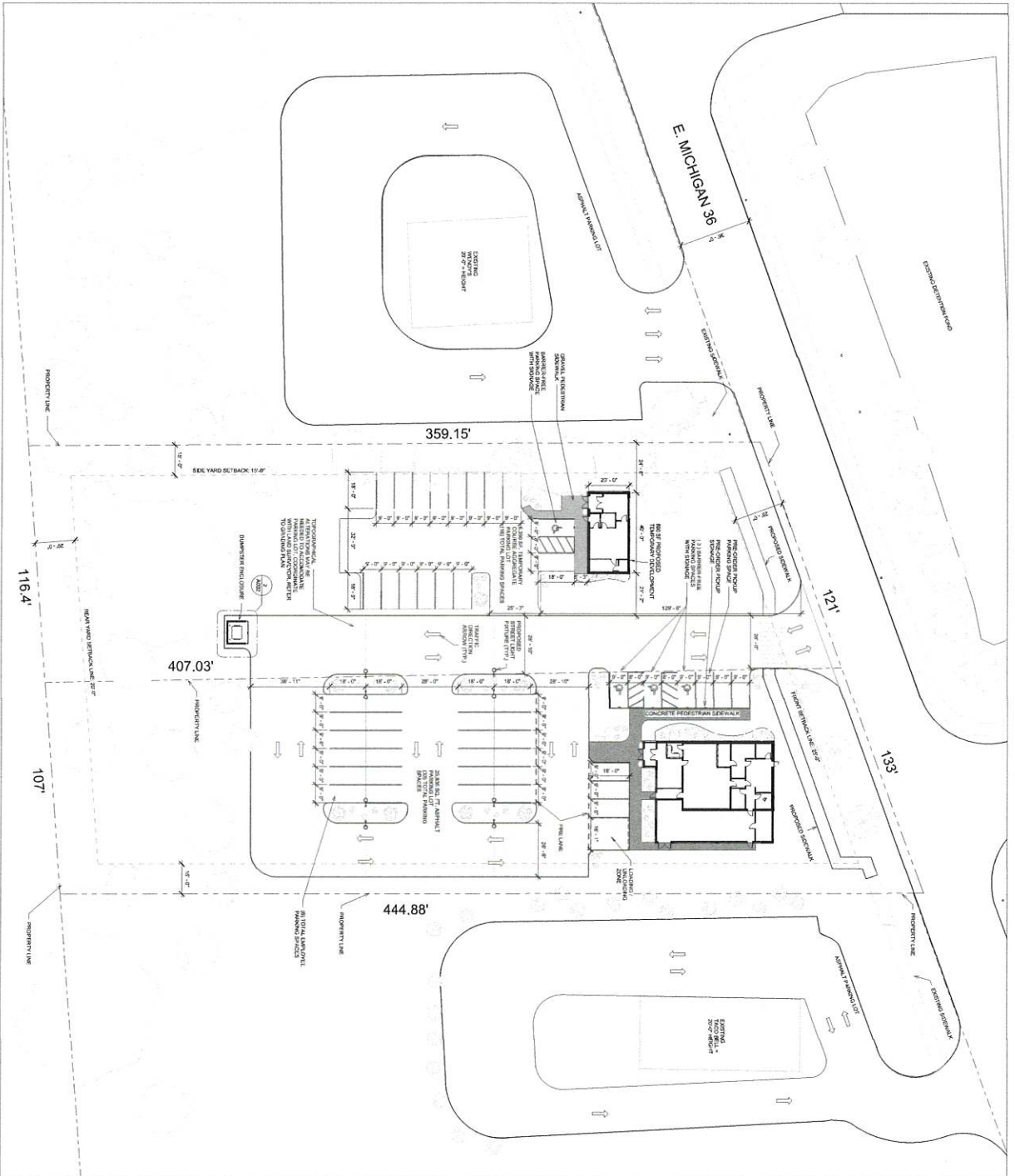
The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7th day of September, 2023.

Linda Clegg

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



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

www.zachry.com/veit

Daniel R. Pinckney, Development
Phone: (313) 776-4488
Email: d.pinch@zachry.com

Consultant
Address
Address
Address
Phone

Consultant
Address
Address
Address
Phone

Consultant
Address
Address
Address
Phone

No.	Description	Date
1	Revised 1	10/22/2023
2	Revised 2	10/22/2023

Marco Lytwyn
PINCKNEY

SITE PLAN - PROPOSED

Project Number: 0002
Date: 10/22/2023
Drawn By: Aaron, Peter
Checked By: None

A001.1

Scale: 1" = 20'-0"

COMMERCIAL PURCHASE AGREEMENT

SW/GW M.L. LAH OLIVER
THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this 26th day of September, 2023, ("Effective Date") by and between Pinckney Developments, a Michigan Corporation to be formed ("Buyer"), whose address is 700 Town Center Drive, Dearborn, MI 48126, and Gary A. Wiltse and Steven M. Wiltse ("Sellers"), whose address is 930 W. Savidge St, Unit 19, Spring Lake Michigan 49456 in the manner following:

SW/GW M.L. LIVINGSTON
1. **PROPERTY DESCRIPTION.** Purchaser offers and agrees to purchase the real property located in the Village of Pinckney, County of Washtenaw Michigan, commonly known as 1268 M36 Pinckney MI 48169 & 0 M36 Pinckney MI 48135, tax parcel identification number(s) 14-23-400-007 & 14-23-400-008 and further described as: 14-23-400-007 SEC 23 T1N R4E COMM E 1/4 COR TH S0020'19"E 587.39 FT TH S7034'10"W 595.63 FT TH S7105'37"W 205 FT TO POB, TH S0047'36"E 423.71 FT TH S8716'07"W 107 FT TH N0035'00"W 392.83 FT TH N7105'37"E 111 FT TO POB, .995 AC M/L REDESCRIBED 5-06 AND 14-23-400-008 SEC 23 T1N R4E COMM E 1/4 COR TH S0020'19"E 587.39 FT TH S7034'10"W 595.63 FT TH S7105'37"W 316 FT TO POB, TH S0025'00"E 392.83 FT TH S8716'07"W 116.4 FT TH N0021'06"E 359.15 FT TH N7105'37"E 121 FT TO POB, .997 AC M/L, together with Seller's interest in all easements, appurtenances, land division rights, timber, air, oil, gas and mineral subsurface, riparian, and all other rights and interests pertaining to such property, and together with all buildings, structures and other physical improvements situated on such property (collectively, the "Real Property").

The Real Property, together with any of the foregoing are collectively the "Property."

2. **PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be Three Hundred Ten Thousand Dollars (\$310,000) Dollars.

3. **PAYMENT OF PURCHASE PRICE.** At closing, Purchaser shall pay the purchase price, and other costs, expenses, and closing costs required by this agreement as follows: The Purchase Price shall be paid as indicated by an "X" placed in the appropriate box below with initials of Seller and Purchaser acknowledging Purchaser's method of payment, while the other unmarked terms of purchase shall not apply.

Land Contract. ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000) and all other applicable costs, expenses and closing costs required by this agreement by cash or bank wired funds (collectively "cash"); and Purchaser shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to Seller at closing by certified check or wire transfer of immediately available funds or another method acceptable to Seller and title company. The balance of the purchase price (\$210,000) shall be payable pursuant to the land contract in the form attached hereto and incorporated herein as Exhibit "A" (the land contract). The land contract shall provide, inter alia, for the principal balance of \$210,000 with payments of monthly instalments of \$1,842.90, including interest at the rate of 10% per annum, amortized over thirty years (30) with interest to start on the closing date. First payment shall begin the first day of the month following the closing. A final "balloon payment" consisting of the entire unpaid principle balance of \$202,653.24, and all accrued and unpaid interest become due and payable sixty (60) months after the first payment is paid.

4. **EARNEST MONEY DEPOSIT.** As used in this contract, the term "deposit" shall mean all earnest money deposit required to be made by purchaser. Within three (3) calendar days following the Effective Date of this Agreement, in no event of its essence, Purchaser shall escrow the earnest money deposit with the Law's office, of Alexander Lyzobek, located at 14769 Farmington Rd, Livonia, MI 48154 (the "Closing Agent" or the "Title Company"), the deposit in the form of cash in the amount of Twenty-Five Thousand Dollars (\$25,000) Dollars (the "Deposit"), a confirmation of which will be provided to the seller. If Purchaser fails to deliver the Deposit timely, Purchaser shall be in default and Seller may terminate this Agreement upon notice to Purchaser. The Deposit shall be refunded to Purchaser in the event this Agreement is properly terminated by Purchaser under the terms and conditions provided for herein; retained by Seller; or applied to the Purchase Price at Closing.

5. **DUE DILIGENCE CONTINGENCY.** Purchaser shall have 120 days after the effective date (Due Diligence Period) to perform such due diligence relating to the property as Purchaser deems necessary, required or advisable, including the following items:

- (a) Purchaser's satisfaction with the results of an environmental site assessment pursuant to paragraph 7.
- (b) Purchaser making soil tests, borings and any other engineer and architectural tests Purchaser desires.
- (c) Purchaser's satisfaction that the Property(s) is properly zoned or can be rezoned to permit Purchaser's proposed development and approval of a Class A Marijuana Micro Business.
- (d) Purchaser obtaining a survey of the Property.
- (e) Purchasing conducting any other due diligence acceptable to the Purchaser.
- (f) Seller agrees to extend the Due Diligence Period for up to Two (2) One month extensions (each "Due Diligence Period extension") upon the payment by the Purchaser to the Seller in Cash of the amount of FIVE HUNDRED AND 00/100 DOLLARS for each Due Diligence Period Extension (each an "Extension Payment"). Extension Payments do not constitute Deposits and will be retained by the Seller if Purchaser terminates the Agreement for any reason.
- (g) All due diligence shall be performed by the Purchaser at Purchaser's sole expense. Prior to expiration of the Due Diligence Period, if Purchaser notifies, at Purchaser's sole discretion, the Property is unsuitable for Purchaser's intended purposes, then Seller and the Escrow Agent shall return the Deposit to Purchaser, and neither party shall have any further rights or obligations under this Agreement, except for any obligations which, by the terms of this Agreement are intended to survive termination. In the event Purchaser does not provide Seller with written notice of termination prior to the expiration of the Due Diligence Period, then the Deposit shall be non-refundable (unless Seller defaults), Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed fulfilled. Seller, at no expense to Seller, shall cooperate with Purchaser in providing reasonable access to the Property for Purchaser to perform its due diligence, and in obtaining all approvals desired or required from any federal, state or local government ("Governmental Approvals"), provided that no Governmental Approvals shall be binding upon Seller or the Property if Purchaser fails to close. Said Governmental Approvals shall be obtained during the Due Diligence Period unless the parties hereafter agree in writing that additional time is required to obtain them and Purchaser pays the applicable Extension Payment. Purchaser shall repair any damage to the Property caused by Purchaser or its agents, and Purchaser shall defend and indemnify and hold Seller harmless against any liability, loss, damage, cost or expense arising from any of Purchaser's due diligence activities; and these obligations of Purchaser shall survive termination of this Agreement. Within 5 business days

after execution of this Agreement, Seller will provide Purchaser with copies of all title policies, surveys, leases, environmental reports, studies, site plans, certificates of occupancy and other documentation in the possession or control of Seller which is material to Purchaser's decision whether to purchase the Property.

- (b) From the date Purchaser seeks entry onto the Property pursuant to this Paragraph 5 and until Purchaser and/or Purchaser's agents, contractors or employees are no longer performing Property Studies and/or Closing has occurred on the purchase of the Property, Purchaser shall provide the Seller with an insurance policy from each independent contractor naming the Sellers as covered parties.

6. TITLE INSURANCE.

- (a) **Title Insurance.** Owner Policy of Title Insurance to be furnished hereunder, to be paid for by the Seller with a maximum limit of \$750. Within 10 days of the Effective Date of this Agreement, Seller shall order a commitment for a Title Insurance Policy with Standard Exceptions (the "Title Commitment"), from the Title Company, and shall provide a copy of the same to Purchaser upon receipt. The purchaser in its sole and absolute discretion shall determine whether all matters of title and survey are satisfactory. The Title Commitment shall be accompanied by copies of all recorded exceptions to title referred to therein. At Closing, the Title Company shall deliver to Purchaser a satisfactorily "marked up" Title Commitment. The Title Insurance Policy to be issued pursuant to the marked-up Title Commitment shall contain such endorsements as Purchaser may reasonably require, provided, however Purchaser shall be responsible for the cost of such endorsements.
- (b) **Objections to Title and Survey.** If Purchaser objects to any matters of title or survey and Purchaser so notifies Seller in writing of such objection(s) ("Objection Notice") before expiration of the Inspection Period, then Seller shall have 30 days from the date Seller receives the Objection Notice to either: (i) remedy the title and survey defects described in Purchaser's Objection Notice and obtain and deliver to Purchaser a revised Title Commitment and/or survey which reflects that all such defects have been remedied; or (ii) notify Purchaser and Escrow Agent that Seller is unable or unwilling to remedy the defects, in which event Purchaser shall, at its option, within five (5) business days after receipt of such notice from Seller, either terminate this Agreement and receive a full refund of the Deposit (subject to those obligations which by their terms survive termination) or waive Purchaser's title and survey objections, and proceed to Closing, subject to satisfaction or waiver of Purchaser's other pre-Closing contingencies. If Purchaser proceeds to Closing, all exceptions set forth in the Title Commitment, and all objectionable matters set forth in the Survey, shall be deemed "Permitted Exceptions."
- (c) **Limitation on Sellers Liability for Title Defects.** If Title to the Property shall not comply with the provisions of this Section 6 at closing hereunder, Purchaser shall have such rights as are set forth in this Agreement, but Seller's liability to Purchaser in the event Title to the Property is not in accordance with the provisions of this Agreement, including Seller's inability to cure those matters if Seller shall have elected to cure, shall not exceed in the aggregate the sum of FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000) provided, that all Liens and monetary encumbrances to which Seller is a party must be released at the time of Closing. In the event that the Title Defects surpass the sum of \$15,000, Purchaser and Seller agree to discuss how to resolve such an event. In the event that the Seller and Purchaser cannot resolve the matter, the contract will be considered void and all monies returned to their respective parties.

7 ENVIRONMENTAL.

(a) **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, are present in quantities in violation of applicable law. No claim has been made against Seller with regard to hazardous substances or wastes with respect to the Property.

(b) **Due Diligence.** Purchaser shall have the right at Purchaser's expense to conduct a Phase I environmental site assessment during the Due Diligence Period set forth in Paragraph 5 hereof. If any Phase II subsurface investigation is required or recommended, the Purchaser and Seller shall discuss the cost. Purchaser agrees to repair and restore any damage to the Property caused by Purchaser's investigations or testing conducted pursuant to this Paragraph 7 and/or Paragraph 5, at Purchaser's sole expense. Purchaser shall defend, indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

8. **Timing of Closing.** Subject to Conditions Precedent set forth below, Seller and Purchaser are required to close and otherwise agree to make full and complete tender of performance on the closing of the property ("Closing") within thirty (30) days following the expiration of the Due Diligence period without Purchaser having terminated the Agreement, time being of the essence (the "Closing Date").

(a) **Conditions Precedent.** The parties obligation to tender performance and otherwise complete Closing is expressly conditioned upon the following conditions being satisfied ("the Condition Precedent"):

- (1) The Due Diligence Period shall have expired without Purchaser having terminated the Agreement.
- (2) All the Parties respective Representations and Warranties shall be materially true and correct as if made on the Closing Date.
- (3) Neither Purchaser or Seller shall be in default under the Agreement nor shall there remain any circumstances that would be a default given the passage of time.
- (4) The status of the title to the Property shall be in accordance with Paragraph 6 hereof, and
- (5) The Parties shall have agreed to the form of the Land Contract shall have executed same and tendered it to the Closing Agent.

9. **Closing Adjustments: Tender or Performance.** At Closing, Seller shall execute deliver to Purchaser a Covenant Deed conveying good and marketable fee simple title to the Property, subject to the Permitted Exceptions, and the lien of real estate taxes not yet due and payable. Both parties shall execute and deliver the Land Contract (Exhibit A). Should any financial liens or encumbrances of a definite or ascertainable amount (such as a mortgage) be recorded against the Property, In addition, at Closing, Seller shall pay all State or County real estate transfer and recording taxes, the cost of title search and title insurance, Seller shall pay all outstanding water and sewer bills, and any other outstanding obligations which, if unpaid may become a lien against the Property. Current real estate taxes (ie. The most recent summer and winter tax bills issued) shall be prorated at the date of Closing on a "due date" basis as if paid in advance, with the Seller receiving a credit for any prepaid taxes. All assessments, including, but not limited to and special assessments which have become lien upon the land shall be paid in full by the seller. Each party shall pay their own attorney fees. Closing shall take place at the offices of the title Company or another mutually acceptable location, upon Purchaser's written notification to Seller that all of the Purchaser's conditions precedent and contingencies have been satisfied or waived; provided, however, in no event shall Closing occur later than 14 days after Village of Pinckney's approval for Class A Marijuana micro business. Such date for Closing and performance

being hereinafter sometimes referred to as the "Closing" or "Closing Date".

At Closing, Seller shall deliver to Purchaser a Warranty Deed conveying good and marketable fee simple title to the Property, subject to the Permitted Exceptions, and the lien of real estate taxes not yet due and payable, along with Seller's right to make any land divisions of the Property permitted to Seller, under the Michigan Land Division Act, MCL 560.101 et seq. Should any financial liens or encumbrances of a definite or ascertainable amount (such as a mortgage) be recorded against the Property, Seller shall pay and/or satisfy any such encumbrance prior to or simultaneously with the Closing. In addition, at Closing, Seller shall pay the base owner's title insurance policy premium, all state or county real estate transfer taxes, all outstanding water and sewer bills, and any other outstanding obligations which, if unpaid, may become a lien against the Property. Current real estate taxes (i.e. the most recent summer and winter tax bills issued) shall be prorated as of the date of the Closing on a "due date" basis as if paid in advance, with Seller receiving a credit for any prepaid taxes. All assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Each party shall pay their own attorney fees. At Closing, the Title Company may establish a water accrow, pending receipt of a final paid water bill for water and sewer charges incurred through Closing.

10. **SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Seller warrants and represents, and covenants to Purchaser, as follows:

- (a) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement. Before Closing, Seller shall provide the Title Company and Purchaser with satisfactory written evidence that all necessary and appropriate action has been taken by Seller authorizing and approving the execution, delivery and performance by Seller of this Agreement and all closing documents, and the performance by Seller of all other acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated herein.
- (b) **Title.** Seller owns the Property in fee simple and has marketable and good title to the Property. Seller will not further encumber title to the Property before Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld.
- (c) **Conflicts.** The execution and entry into this Agreement by Seller, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller or the Property is bound.
- (d) **Litigation.** There is no action, suit or proceeding pending or, to the best of Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller

will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.

- (e) **No Violations.** To the best of Seller's knowledge, Seller has not received notice of any existing violations of state or federal laws, municipal, or county ordinances, or other legal requirements, with respect to the Property. In the event Seller receives notice of any such violation affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof.
- (f) **Foreign Ownership.** Seller(s) is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445). Seller shall furnish Purchaser with a non-foreign person affidavit at Closing.
- (g) **Construction Liens.** On the Closing Date, Seller will not be indebted to any contractor, laborer, materialman, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property, and shall execute a standard title company affidavit to this effect at Closing.

11. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.

- (a) **Authority.** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state, (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein, and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement. Before

Closing, Purchaser shall provide the Title Company and Seller with satisfactory written evidence that all necessary and appropriate action has been taken by Purchaser authorizing and approving the execution, delivery and performance by Purchaser of this Agreement, and all closing documents and the performance by Purchaser of all other acts necessary or as appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

- (b) **Conflicts.** The execution and entry into this Agreement by Purchaser, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by

which Purchaser is bound.

- (c) Purchaser hereby represents, warrants and covenants, that they are not currently pursuing other properties in the Village of Pinckney.

12. **DAMAGE TO PROPERTY.** If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which Seller does not repair or agree to repair prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within 15 days after the date Purchaser learns of such damage or taking, and receive a refund of the Deposit without further liability, except for those obligations of Purchaser which are intended to survive termination. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

13. **AS IS.** Neither Seller nor any broker, nor any of their officers, directors, managers, members, employees or agents have made any representation, warranty or disclosure with respect to the Property, upon which Purchaser may rely, except as may be set forth in writing in this Agreement. By Closing the Purchaser agrees to accept the Property in "As Is" condition to the fullest extent permitted by law.

14. **SELLER'S CLOSING OBLIGATIONS.** At Closing, Seller shall execute and deliver the Warranty Deed, closing statement, standard title company owner's affidavit and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

15. **PURCHASER'S CLOSING OBLIGATIONS.** At closing, Purchaser shall pay to Seller the Purchase Price in the manner specified in Section 3 above, subject to agreed pro-rations and adjustments, and execute and deliver a closing statement and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

SECTION 1031 TAX-DEFERRED EXCHANGES. Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax-deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to, (a) incur any additional costs or expenses, (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"), or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.

16. **NOTICES.** Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient in writing and either delivered personally or sent via Federal Express, UPS or a similar nationally recognized overnight delivery service, or by certified mail, return receipt requested, addressed to the parties at their addresses specified below or by

email. Any notices given by personal service shall be below or by e-mail, effective upon delivery. Any notice given by Federal Expressor UPS shall be deemed effective one business day after sending. Any notice given by certified mail return receipt requested, shall be deemed given three business days after mailing, and any notice given by email shall be deemed effective upon receipt. Copies of all notices shall be made as follows:

If to Purchaser:

Name:	Prockey Development
Address:	700 Town Center Drive
Address:	Dearborn, MI 48126
Telephone:	313-674-3958
Facsimile:	
Email:	Mktv.1321@gmail.com

If to Seller:

Name:	GARY A. WILTSE STEVEN M WILTSE
Address:	930 W. SAVILLE ST. UNIT 19 SPRING LAKE, MI 49456
Address:	18943 PENINSULA POINT DRIVE CORNELIUS, NC 28031
Telephone:	(231) 220-8513 (703) 728-4413
Facsimile:	N/A
Email:	G.WILTSE930@GMAIL.COM STEVEN.M.WILTSE@GMAIL.COM

17. **ADDITIONAL ACTS.** Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary or appropriate to effectuate the transfers contemplated by this Agreement.
18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior oral and written negotiations and agreements have been merged into this Agreement.
19. **MICHIGAN LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.
20. **AMENDMENTS.** This Agreement may be modified or amended only by written instrument signed by the Purchaser and Seller.

21. **TIME IS OF THE ESSENCE: DATES** Time is of the essence in the performance of all obligations by the Buyer and Seller under this Contract. The "Effective Date" of this contract shall be the date that this Contract is signed by both Parties. Any and all references in this Contract to time periods which are specified by reference to a certain number of days refer to calendar days unless "business days" is otherwise provided. If any date upon which action is required under this Contract shall be a Saturday, Sunday, or legal Holiday. Within Ten (10) days of either Partys request thereof, the other Party shall confirm in writing the specific calendar dates applicable under the provisions of this Contract, to the extent the same are then determinable. Unless otherwise provided herein, any performance or payment that must be take or made on a particular day must be take or made prior to 5PM on the day in question.

22. **EFFECTIVE DATE.** For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed and delivered by both parties including any counter proposals or amendments counter-signed by the opposing party.

23. **DEFAULT**

- (a) **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser shall as its sole remedy elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full, except for any provisions which by their terms, are intended to survive termination.
- (b) **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall as its sole and exclusive remedy retain the Deposit amount as full and complete liquidated damages for such default of Purchaser. The parties hereby acknov4edge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages as Sellers sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, is in addition to any liability of Purchaser with respect to its repair and indemnity obligations set forth above, which are intended to survive termination of this Agreement
- (c) The liquidated damage provision set forth in Section 22(b) above shall not apply to a Purchasers Default with respect to Section 5 (Due Diligence Contingency), Section 7(b) (Purchasers Indemnification), Section 6 (insurance), and Section 24 (Brokerage and Commission) (collectively, the "Sellers Reserved Remedies"); provided, in any lawsuit for monetary damages Seller shall only be entitled to recover the actual damages as well as costs reasonable attorney fees. Seller having hereby waived any right to seek consequential or punitive damages.

24. **WAIVER.** The failure to enforce any particular provision of this Agreement on any occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

25. **BROKERAGES AND COMMISSION.** Purchaser and Seller each warrant to the other that such Party has not engaged any broker, agent or other person claiming to be entitled to any fee commission or other compensation arising from his, her or its actions with respect to this Agreement, the Property or the sale contemplated hereby. Seller and Purchaser shall indemnify and hold other harmless against all loss, liability or exposure, including reasonable attorney fees and litigation costs, incurred by the other in the event of a breach of forgoing warranty.
26. **FURTHER ASSURANCES.** The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.
27. **SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.
28. **SUCCESSORS AND ASSIGNS.** The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns; provided, however, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld.
29. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties upon full and complete execution and delivery of this Agreement. No prior verbal or written Agreement shall survive the execution of this Agreement.
30. **AMENDMENT.** Any amendment to this Agreement shall be in writing and signed by all the parties in order to be binding and enforceable against the parties.
31. **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arm's length and shall at all times be and remain that of Purchaser and Seller.
32. **NO RECORDING.** Neither this Agreement nor a memorandum hereof shall be recorded by either party or any of their representatives.

33. **CONFIDENTIALITY.** Subject to all other terms of this Agreement, each party agrees to maintain this Agreement, the information in this Agreement and all information delivered pursuant to this Agreement, as confidential, and each will not disclose any such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's lender, accountant, real estate broker, salesperson, or agent, to other professional advisors or agents of the party, provided the recipients of such information agree to keep such information confidential, and as required by law or legal process.

34. **COUNTERPARTS; ELECTRONIC TRANSMISSIONS.** This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic PDF signatures.

35. **OFFER.** This Agreement constitutes an offer by Purchaser to purchase the Property. The offer shall remain valid until signed by both parties and shall be deemed revoked if not accepted by Seller before 10/9/23.


36. **OTHER PROVISIONS.** In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein:

37. **ADVICE OF COUNSEL.** All parties are encouraged to seek the advice of independent legal counsel before executing this Agreement. Such independent counsel may help to determine the marketability of title; understand possible tax consequences; ascertain that the terms of the sale are adhered to before the transaction is closed; and provide advice with respect to all notices and other important matters related to this Agreement. Purchaser and Seller acknowledge the importance of obtaining advice from independent counsel and acknowledge that no broker and/or real estate agent is acting as an attorney or providing legal advice and no broker and/or real estate agent shall be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

Purchaser's Acknowledgement of Offer:

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement

For Purchaser:

By Marco Lytwyn 

Its: Member

By: _____

Its: _____

Seller's Acceptance.

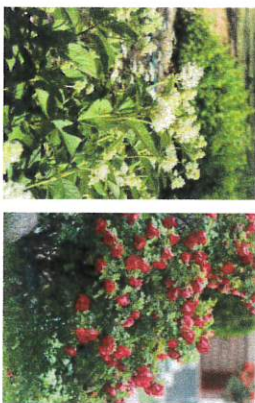
For Seller:

By Gary A. Wiltse
GARY A. WILTSE

As CO - OWNER

By Steven M. Wiltse
STEVEN M WILTSE

As CO - OWNER



(16) NEW JERSEY TEA FLOWERS: 2.5'X2.5' LENGTH/WIDTH X 3'-0" HEIGHT = 100 +/- SF.



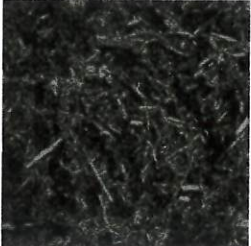
(4) ROSE BUSHES: 3' X 3' LENGTH/WIDTH X 3'-0" HEIGHT = 36 +/- SF.



(24) BOXWOOD HEDGES: 3'-0" X 3'-0" LENGTH/WIDTH X 4'-0" HEIGHT = 216 +/- SF.



(8) KOREAN LILAC TREES: 10'-0" WIDTH X 10'-0" HEIGHT = 800 +/- SF.



(7) TOTAL LANDSCAPE AREAS = 2,248 SF +/-

GENERAL SITE REQUIREMENT CALCULATIONS:
SECTION 10-282.2

GROSS SITE AREA = +/- 87,400 SF
PROPOSED LANDSCAPED AREAS = 2,248 SF +/-

PERCENTAGE OF TOTAL PROPOSED LANDSCAPED OPEN AREAS: 2,579 SF / 87,400 SF = 0.029 X 100% = 3%

GENERAL SITE REQUIREMENT CALCULATIONS:
SECTION 10-282.1(A)(2)

GROSS LANDSCAPED AREAS = 2,248 SF +/-

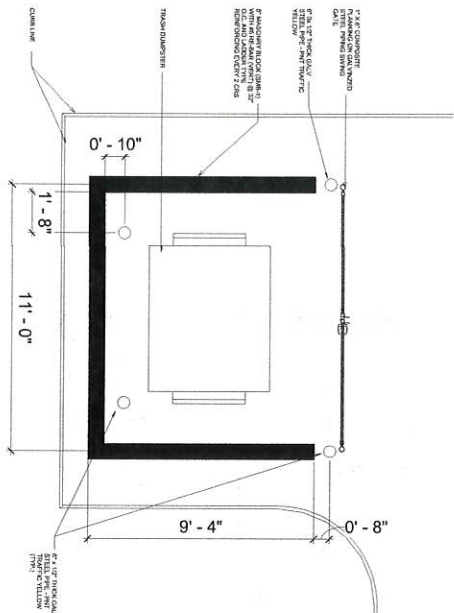
(8) DECIDUOUS TREES @ 800 SF + (24) SHRUBS @ 216 SF + (16) FLOWERS @ 100 SF + (4) ROSE BUSHES @ 36 SF = 1,152 SF +/- OF PROPOSED LANDSCAPE MATERIAL

1,152 SF / 2,248 SF = 0.512 X 100% = +/- 51.25 %

LOT COVERAGE CALCULATIONS: SECTION 152.243

GROSS SITE AREA = +/- 87,400 SF
PROPOSED LOT COVERAGE = 25,936 SF
25,936 SF / 87,400 SF = 0.296 X 100% = +/- 30%

(PROPOSED TEMPORARY AGGREGATE PARKING LOT COVERAGE: 6,930 SF
25,936 SF + 6,930 SF = 32,866 SF
32,866 SF / 87,400 SF = 0.376 X 100% = +/- 37.60%)



3 ENLARGED DUMPSTER ENCLOSURE PLAN
SCALE: 1/8" = 1'-0"



LANDSCAPE PLAN
SCALE: 1/8" = 1'-0"

www.aadlands.com/na	
Owner: Pinckney Development Address: 10000 E. Michigan Email: aadlands@pinckney.com	
Consultant:	Address:
Address:	Address:
Phone:	Phone:
Consultant:	Address:
Address:	Address:
Phone:	Phone:

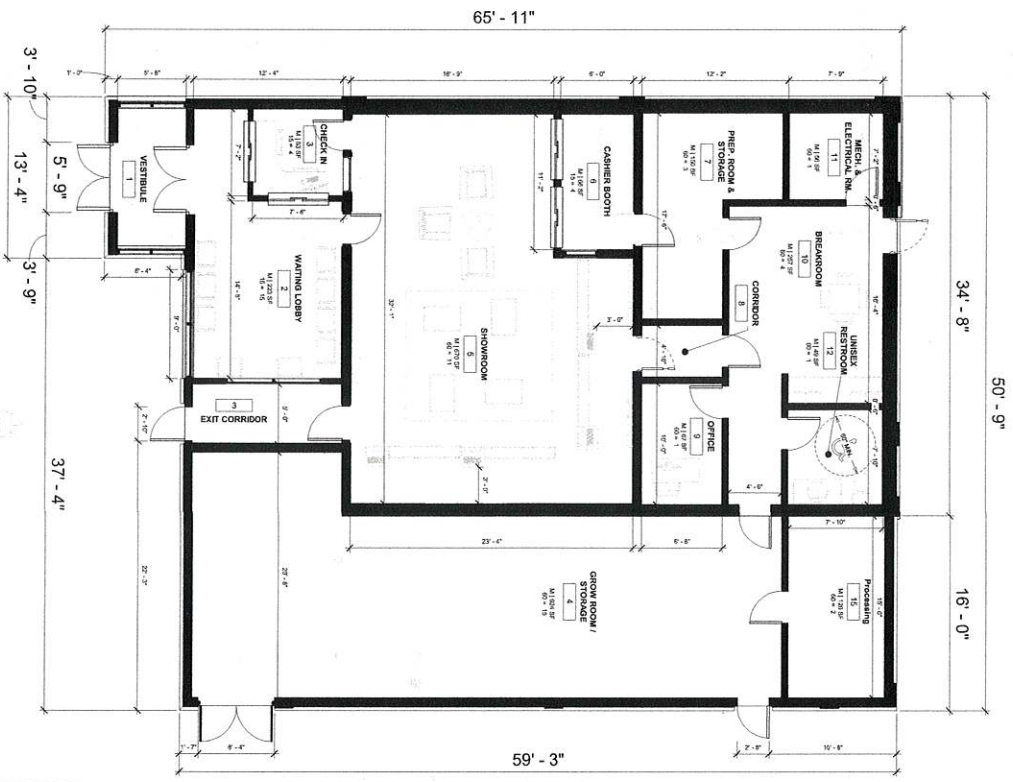
No.	Description	Date
1	Revision 1	10/22/2023
2	Revision 2	10/26/2023

Marco Lytwyn	
PINCKNEY	
LANDSCAPE PLAN	

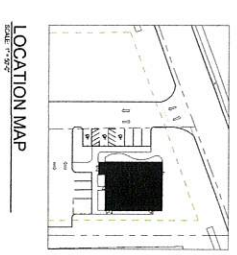
Project Number:	0002
Date:	10/22/2023
Drawn By:	Axon, Peter
Checked By:	NONS

A002
Scale: As indicated

NUMBER OF EMPLOYEES: 12
 MAX NUMBER OF CUSTOMERS IN
 SHOWROOM AT ONE TIME: 11
 MAX NUMBER OF CUSTOMERS IN
 WAITING LOBBY AT ONE TIME: 15



FLOOR PLAN
 SCALE: 1/8" = 1'-0"



LOCATION MAP
 SCALE: 1/8" = 1'-0"

<p>www.audiotek.com/vis</p>		
<p>Owner: Pinckney Development Phone: 613/775-4442 Email: L.Amy@pinckney.com</p>		
<p>Consultant: Address: Address: Phone:</p>		
<p>Consultant: Address: Address: Phone:</p>		
<p>Consultant: Address: Address: Phone:</p>		
No.	Description	Date
1	Final	10/22/2023
<p>Marco Lytwyn PINCKNEY FLOOR PLAN</p>		
<p>Project Number: 0002 Date: 10/22/2023 Drawn By: Action, Peter Checked By: None.</p>		
<p>A100 Scale: As indicated</p>		

GRETCHEN WHITMER
GOVERNOR



MARLON I. BROWN, DPA ACTING
DIRECTOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING
VIA ELECTRONIC MAIL

Date: October 03, 2023

Addressee: Northville Services and Holdings LLC
Address: 17228 Summit Drive
Northville, MI 48168

RE: Prequalification status for your pending application

Dear Applicant:

The Cannabis Regulatory Agency (Agency) considered your partial application for prequalification status and determined that you have prequalification status pursuant to the licensing provisions of the Michigan Regulation and Taxation of Marihuana Act (MRTMA) and associated rules. This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements of the MRTMA and associated rules are completed. A state license for a marihuana establishment cannot be issued at this stage of the application process. During complete application review, the Agency will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status.

If you have not already done so, please submit a marijuana establishment license application (Step 2) for each state license for which you wish to apply. You may submit an application online through the Accela Citizen Access Portal on the Agency website at www.michigan.gov/cra or your application may be submitted by mail or in person as follows:

Mailing Address:

Cannabis Regulatory Agency
Licensing Division
Adult-Use
P.O. Box. 30205
Lansing, MI 48909

In Person:

Cannabis Regulatory Agency
Licensing Division
Adult-Use
2407 North Grand River
Lansing, MI 48906

Sincerely,

Licensing Division
Cannabis Regulatory Agency

Essence Cannabis Co. Business Plan – Pinckney

1. Introduction:

Northville Services and Holdings LLC is applying for a Class A Marijuana Microbusiness in the Village of Pinckney. We are proposing to take our property at 1268 M-36 and build a state-of-the-art Cannabis Facility specifically designed for the Class A Marijuana Microbusiness license. As such, we will be implementing a retail and grow space in the proposed building. We are excited to economically contribute to the Village of Pinckney and become excellent community partners in the Village.

2. Applicant's Experience

Before discussing my experience in the Cannabis industry it's important to note that I have been involved in several different kinds of businesses since I was 17 years old. I first began my business journey flipping cars at 17 years old. I have also developed a mobile app, operated a couple different construction firms (power washing and sealing), and am involved in real estate. While I do not participate in most of these ventures anymore, it has allowed me to develop several different skills that have contributed to my success today and have put me in a position to potentially operate my own cannabis business.

Currently, I am a manager at Essence Provisioning Center in Pinconning, MI. Essence Provisioning Center is a cannabis dispensary owned by my father since February of 2019 in Mid-Michigan. I have been involved in business management at Essence and have been there for a total of 3 years. It has allowed me to gain valuable experience in the industry. At this point, I feel confident in running my own facility. Especially because the municipalities have a lot of similarities, especially regarding population. Like the Village of Pinckney, Pinconning also has a population of less than 10,000. I also am prepared because the experience I have gained at Essence has allowed me to develop several skills that will contribute towards a successful operation in the Village. These skills include: knowledge in designing and implementing custom point of sale systems, human resources and general management skills, product ordering, troubleshooting, etc. In the last year, I have been working with my father to automate Essence in Pinconning and add systems. To be specific, in the last year I have: corrected issues with

inventory and implemented a new inventory system, organized and developed a functional accounting system, created custom phone systems to eliminate unnecessary phone calls, created a digital employee scheduling system, revamped and redesigned our website and social media, etc. Working at Essence Provisioning Center in Pinconning has allowed me to gain skills and experience that will allow me to successfully run my own facility in the Village of Pinckney!

3. Ownership Structure:

The sole owner of Essence Cannabis Co. is Marco Lytwyn of Northville Services and Holdings LLC. Marco Lytwyn – 100% owner.

Northville Services and Holdings LLC

OPERATING AGREEMENT FOR MEMBER-MANAGED LIMITED LIABILITY COMPANY

I. PRELIMINARY PROVISIONS

(1) **Effective Date:** This operating agreement of Northville Services and Holdings LLC, effective September 7, 2023, is adopted by the members whose signature/s appears at the end of this agreement (the “Agreement”).

(2) **Formation:** This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the State of Michigan on September 7, 2023. A copy of this organizational document has been placed in the LLC's records book.

(3) **Name:** The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) **Registered Office and Agent:** The registered office of this LLC and the registered agent at this address are as follows: 17228 Summit Drive, Northville, MI 48168. The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) **Business Purposes:** The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following residential housing acquisition and holding. It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) Duration of LLC: The duration of this LLC shall be perpetual. Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

II. MEMBERSHIP PROVISIONS

(1) Non-liability of Members: No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) Reimbursement for Organizational Costs: Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) Management: This LLC shall be managed exclusively by all of its members. Members' Percentage Interests: A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(3) Membership Voting: Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) Compensation: Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

(7) Members' Meetings: The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting. If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and

the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each non-attending member promptly after the holding of the second postponed meeting. Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) Membership Certificates: This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates. In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC. The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) Other Business by Members: Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

III. TAX AND FINANCIAL PROVISIONS

(1) Tax Classification of LLC: The members of this LLC intend that this LLC be initially classified as a corporation for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) Tax Year and Accounting Method: The tax year of this LLC shall be a calendar year. The LLC shall use the cash accounting method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) Tax Matters Partner: If this LLC is required under Internal Revenue Code provisions or regulations, it may designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231 (a)(7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) Annual Income Tax Returns and Reports: Within 120 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065 - Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) Bank Accounts: The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) Title to Assets: All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

IV. CAPITAL PROVISIONS

(1) Capital Contributions by Members: Unless otherwise noted, cash and property shall be paid or delivered to the LLC as they are accumulated. The fair market values of items of property or services as agreed between the LLC and the contributing member will be documented as they acquired or otherwise invested in the LLC

(2) Additional Contributions by Members: The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

(3) Failure to Make Contributions: If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.

(4) No Interest on Capital Contributions: No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) Capital Account Bookkeeping: A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) Consent to Capital Contribution Withdrawals and Distributions: Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

(7) Allocations of Profits and Losses: No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) Allocation and Distribution of Cash to Members: Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by the members.

(9) Allocation of Noncash Distributions: If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) Allocation and Distribution of Liquidation Proceeds: Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any

final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

V. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS

(1) **Withdrawal of Members:** A member may withdraw from this LLC by giving written notice to all other members at least 30 days before the date the withdrawal is to be effective.

(2) **Restrictions on the Transfer of Membership:** A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC. Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

VI. DISSOLUTION PROVISIONS

(1) **Events That Trigger Dissolution of the LLC:** The following events shall trigger dissolution of the LLC, except as provided:

(a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within year of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;

(b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;

(c) the written agreement of all members to dissolve the LLC;

(d) entry of a decree of dissolution of the LLC under state law.

VII. GENERAL PROVISIONS

(1) **Officers:** The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or noncompensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer

duties specified in this agreement, but any officer may be reimbursed by the LLC for out of pocket expenses paid by the officer in carrying out the duties of his or her office.

(2) Records: The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC. Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC.

A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and
- a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement. If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address. Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) All Necessary Acts: The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) Indemnification: The LLC shall indemnify the Member and those authorized officers, agents, and employees of the LLC identified in writing by the Member as entitled to being indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or officer, agent, or employee) or any such office, agent, or employee in connection with the business of the LLC, except to the extent prohibited by the laws of the state that governs this Agreement. In addition, the LLC may advance costs of defense of any proceeding to the

Member or any such officer, agent, or employee upon receipt by the LLC of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the LLC.

(5) Mediation and Arbitration of Disputes Among Members: In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

(6) Governing Law: This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State in which the LLC was formed, without reference to the conflicts of law rules of that or any other jurisdiction.

(7) Entire Agreement: This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC. (8) Severability: If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

VIII. SIGNATURES OF MEMBERS

Execution of Agreement: In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: 09/21/2023

Signature: Marco Lytwyn

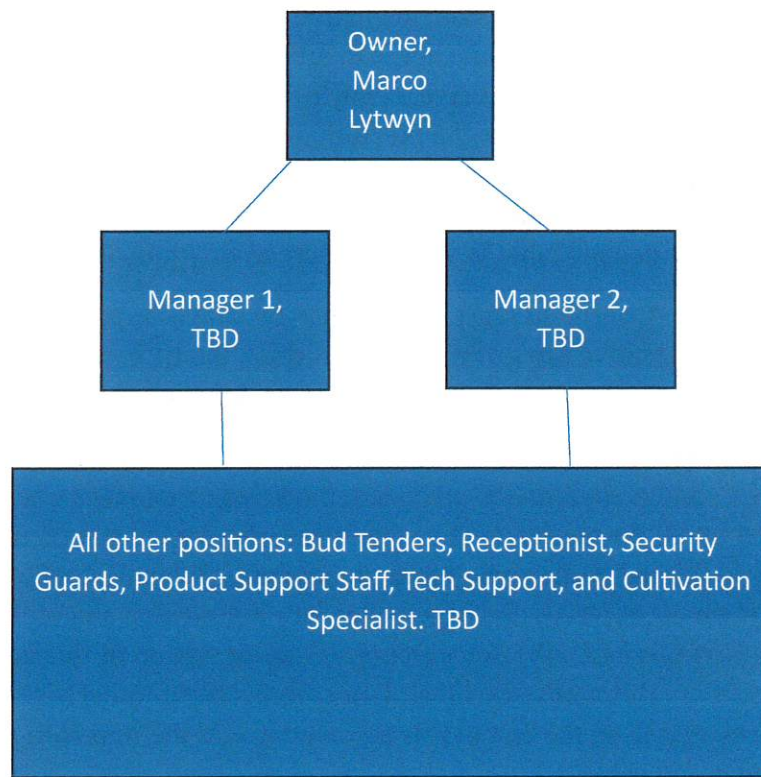
Printed Name: Marco Lytwyn, Member.

Exhibit A

Members and Percentage of Ownership

<u>Member</u>	<u>Address</u>	<u>Percentage</u>
Marco Lytwyn	17228 Summit Drive, Northville, MI 48168	100%

4. Organizational Chart:



- **Bud Tenders** – a knowledgeable attendant who educates them on our products and assists them with their purchase based on their individual needs.
- **Receptionist** – a person who greets incoming clients with a friendly smile, gathers their information, verifies their ID and patient cards, and inputs this information into our system.
- **Security Guards** – an individual in our showroom who ensures customer safety, maintains our showroom’s integrity, and protects our intake area when merchandise is delivered.
- **Product Support Staff** – one who (i) tracks showroom and backroom inventory, (ii) records incoming and outgoing cannabis, and (iii) prepares and packages orders.

- **Store Manager** – the individual who is in-charge of our day-to-day activities and employees.
- **Tech Support** – the individual who maintains our (i) electronic/technological equipment, (ii) security system, and (iii) point-of-sale system.
- **Cultivation Specialist** – the individual who handles all things related to plant care and growing cannabis.

*Details regarding our different faculty will be shown again under #6, “Job Creation.” *

5. Capital Investment and Economic Benefits:

For the time being, we are utilizing our property solely for cannabis use. We will invest our money to conduct the following:

- Purchasing 1268 M-36, Pinckney, MI. - \$310,000
- Developing the property. This includes costs related to the construction of the building for both the retail and grow space and furnishing both the retail and grow with the correct equipment/furniture. Specifically, to build a roughly 3000 square foot facility at \$250/sq ft would equate to – \$750,000.
 - If the Village allows us to use a temporary building, we will incur additional expenses totaling \$130,000.
- Purchasing our initial inventory. – \$150,000.
- Miscellaneous expenses (this includes costs pertaining to licensing). - \$30,000.

Total anticipated investment:

- With a temporary building: \$1,370,000
- Without a temporary building: \$1,240,000

A Class A Microbusiness will yield a lot of economic benefit to the Village of Pinckney in numerous ways. First, once we are officially open the Village of Pinckney will receive their respective share of the States recreational marijuana tax money. For reference, in February of this year each municipality was awarded roughly \$52,000 per retail or microbusiness store. Secondly, we will help further develop M-36 and take a blank parcel of land and develop it into a business that generates tax revenue! Lastly, cannabis facilities will help increase traffic to the area which in turn will help other local businesses nearby and hopefully help boost business and traffic in Pinckney’s downtown! These are just some of the economic benefits of implementing a cannabis business in the Village. Additionally, as mentioned in the following section “Job Creation”, cannabis facilities can create several jobs which is another economic benefit. In fact, at Essence in Pinconning we were able to create, and consistently sustain 8 different positions. There are a multitude of economic advantages for the Village and as we settle in and become great community partners, we will look to explore all possible economic benefits.

6. Job Creation:

We will create 12-15 new jobs, these jobs include:

- **Bud Tenders** – a knowledgeable attendant who educates them on our products and assists them with their purchase based on their individual needs.
- **Receptionist** – a person who greets incoming clients with a friendly smile, gathers their information, verifies their ID and patient cards, and inputs this information into our system.
- **Security Guards** – an individual in our showroom who ensures customer safety, maintains our showroom's integrity, and protects our intake area when merchandise is delivered.
- **Product Support Staff** – one who (i) tracks showroom and backroom inventory, (ii) records incoming and outgoing cannabis, and (iii) prepares and packages orders.
- **Store Manager** – the individual who is in-charge of our day-to-day activities and employees.
- **Tech Support** – the individual who maintains our (i) electronic/technological equipment, (ii) security system, and (iii) point-of-sale system.
- **Cultivation Specialist** – the individual who handles all things related to plant care and growing cannabis.

7. Plant Count (for Grower Establishments):

The Class A Microbusiness license allows for a maximum plant count of 300 plants at any given time.

8. Financial Structure and Financing:

We will finance our proposed Class A Microbusiness with a few different tools. First, I have my own personal capital contained in several different accounts nearing \$50,000 that will cover a variety of soft costs mainly for applications, paperwork, and things of that nature. Second, I have been approved for a loan from Bazy Enterprises for \$350,000. Beyond that, any additional costs incurred will be accounted for in the form of additional loans, likely through Bazy Enterprises. These loans will help pay for any hard costs such as the purchasing of the property, architectural fees, etc. For reference, I have attached different pictures showcasing my accounts, along with the letter given to me by Bazy Enterprises showing I have been approved for a loan of \$350,000.

BUSINESS CHECKING X7953

Available Balance
\$33,193.62

BUSINESS CHECKING X7961

Available Balance
\$1,763.75

CHECKINGS - #2 X3315

Available Balance
\$1,741.00

CHECKINGS - #1 X3403

Available Balance
\$5,700.00



Send Money with Zelle®

TRY TODAY

Happy 6th anniversary
Thank you for choosing Bank of America. We're truly grateful for your business. [Close](#)

Hello, Marco

Bank of America Life Plan®
Your next steps are ready. Let's go!

My Rewards

Bank of America

Adv Plus Banking - 8497
\$7,270.73 [VIEW](#)

Customized Cash Rewards World
Mastercard Card - 4898
-\$0.19 [VIEW](#)

Travel Rewards Visa Signature - 8783
-\$0.29 [VIEW](#)

[OPEN NEW ACCOUNT](#)



Bazy Investments LLC

4770 Greenfield Road

Dearborn MI 48126

313-477-0678

Marco Lytwyn

17228 Summit Drive

Northville, Michigan 48168

Mr. Marco Lytwyn,

This letter will confirm that you have been approved for an amount of \$350,000.00 (Three Hundred Fifty Thousand) US Dollars for your new development located in the Village of Pinckney, County of Livingston, Michigan, commonly known as 1268 M36 Pinckney, Michigan 48169 & 0 M36 Pinckney Michigan 48136, tax parcel identification number(s) 14-23-400-007 & 14-23-400-008. Your new development will consist of a "Class A Marijuana Microbusiness" dispensary and other possible usage at your discretion.

The loan commitment will take effect once all proper licensing requirements are approved through all municipality and state regulatory departments. Once all licensing has been approved you will have all proper financing at your disposal for the amount mentioned above.

If you have any questions or concerns you may reach me at the number above.

We are looking forward to working with you on your new endeavor.

Regards,

VP of Development

Bazy Investments LLC

9. Community Outreach/Education:

We will be an active, outstanding community partner. On a periodic basis, we will proactively reach-out and (i) send email or direct mail, (ii) host an open house, and (iii) sponsor a variety of events. We will affirmatively welcome proposals from community groups and seek ways in which we can actively work with them. For example, we will invite girl scouts, youth hockey teams, high-school marching bands, etc., to use the outside of our facility to sell cookies and for other fundraising opportunities. We will sponsor community events, such as fireworks, church picnics, BBQs, etc. The ways in which we can partner with our community are limitless, and we will open channels-of-communication with these organizations to discover them. Equally important, we will run a professional business. We are committed to openly providing information and responding to any concerns that are expressed. We will have an open-door policy, and we encourage everybody to reach out to us.

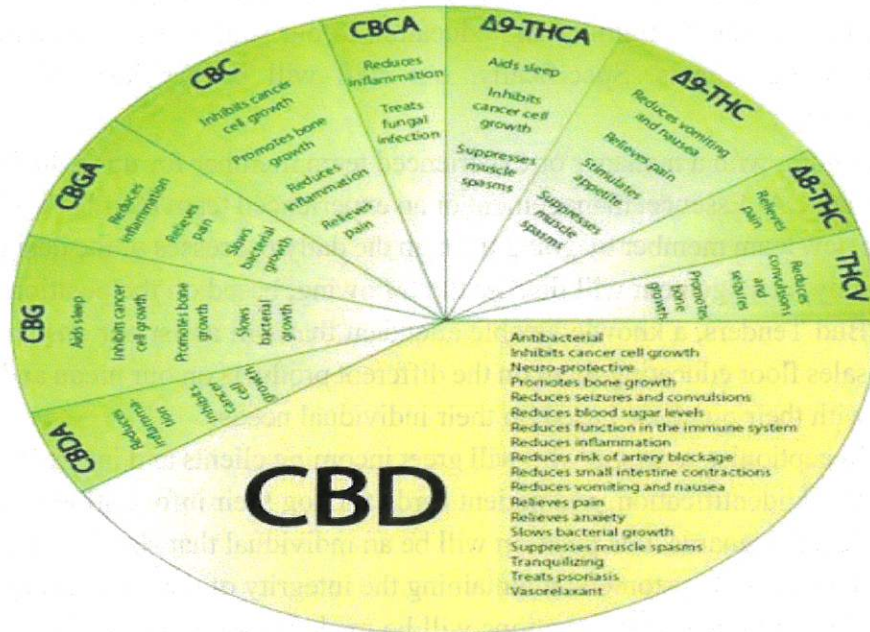
The average consumer often will throw their hands up in the air in frustration when listening to (i) the difference between sativa and indica (or even what those words mean), (ii) the different effects of various cannabinoids, and (iii) the differences between various cannabis strains. But we will be here for them. We will offer useful, practical information about all of these topics. And anything else they may ask us! Most importantly, our budtenders will be highly educated about all things cannabis. We will also have counter-displayed informational brochures that consumers can take and review that explain these things. We are not in a position to provide legal advice to our clients, but we will have the information available should anybody ask to see it. We feel that it is important for our clients to understand cannabis basics, and we will not be in a position to “prescribe” any products to them. THC is the component in cannabis that contributes the psychoactive effect that a consumer feels after consuming cannabis. Each product that we sell will have its THC level posted on the packaging. Cannabis affects different people differently. It depends on numerous factors, such as (i) the individual’s body chemistry, (ii) the amount consumed, (iii) the consumption method, and (iv) etc. We cannot educate our clients on how they will be affected, because it is impossible to know for certain. Recent research has shown that for some people, cannabis provides pain relief, improves sleep, reduces nausea and vomiting, improves appetite, etc. Not to mention that it, arguably, can help with conditions such as Multiple Sclerosis, Parkinson’s Disease, Alzheimer’s, and other serious medical conditions.

Faculty Training and Education Plan – Pinckney

As a new Microbusiness it is very important that we cater to our customers' needs, making sure they know what they are buying and furthermore, that they are happy with their purchase. We do this by providing extensive training and education to our staff so they can pass that valuable information on to our clients. Specifically, our staff will be provided with the following information/resources:

- Direct training with a manager or experienced team member for up to 90 days, varying on performance. At Essence, management or an experienced team member's job is to properly train the new team member by going through the daily processes of the designated position. Specifically, management will discuss the following, based on the position:
 - Bud Tenders, a knowledgeable attendant that will assist our customers around the sales floor educating them on the different products on our menu and assisting them with their purchase based on their individual needs.
 - Receptionist, a person who will greet incoming clients and intake their information, check identification, and patient cards and log their information into our system.
 - Security guards, this position will be an individual that stands in the showroom for the safety of customers, maintaining the integrity of our store along with the intake area, in which all transactions will be made between Secure Transporters and our Microbusiness.
 - Product Support Staff, individuals in charge of keeping track of inventory on the floor and in our storage area, as well as recording all incoming and outgoing marijuana within the facility as the main function of their job is to prep and package orders.
 - Store Manager, who will be in charge of the day-to-day activities and employees of Essence.
 - Tech Support, the individual that maintains all of the electronic, security, and tech equipment, along with day-to-day operations involving our point of sale, Dutchie; (\$20-\$25/hr starting wage).
- Educational resources will be provided and required for any new team member joining Essence. We will be educating our team members on the necessary information about the various products we have, along with some useful information that will allow us to better serve our clients. Furthermore, team members will also be required to take an educational course, specifics on the course will be discussed in the following sections. While the educational course will provide a lot of useful information, team members will learn the following, in house, under Essence's management:
 - The difference between Indica, Sativa, and Hybrid products.
 - Typical dosages for the various products, along with the recommended dosage for the customer based on gender, weight, and general usage of marijuana products.

- How terpenes can make a difference in smell, taste, ect.
- The various cannabinoids present in marijuana products, and how they affect the customers endocannabinoid system. For reference, we provide staff with imagery to understand the various cannabinoids:



- Employees at Essence are thoroughly trained in best practices that ensure the well being of our customers, along with the well being of the business. This means answering all questions from customers, providing great customer service, being polite, keeping their work stations and the entire environment clean, handling tasks sooner rather than later, and being able to work as a team.
 - Tracking and Fraud - Because the States third party METRC is the centerpiece to product tracking, product identification and tracking is made easy. In the event there was a recall or a specific issue, we are able to trace exactly where every product is or has gone for recall or notification purposes. The METRC system also is integrated with our POS system Dutchie, which makes conducting full or partial inventories easy in detecting fraudulent activities.
 - Requires employees to take cannabis training courses:
 - As mentioned in the prior section, Essence will require new employees to take a cannabis training course. Specifically, new team members at Essence will take the following online education training courses and certifications:
 - Cannabis Care Certification.
 - Holistic Cannabis Academy Network.
 - Americans for Safe Access.
- Employees will also have access to Client Education Solutions including:
- Webinars and Events with Keynote Speakers.

- Healthcare Educational Website and App.
- Educational Technology Training Solutions.
 - 360 Virtual Reality.
 - Interactive Smart Tables.
 - Digital Signage Solutions.

All employees of Essence are mandated to know:

- Local, State and Federal regulations and guidelines.
 - Health and safety questions and concerns.
 - To-date cannabis information regarding ailments, strains, and benefits.
 - Educational requirements set forth by Essence.
 - Educational training programs and tools made available by Essence.
- All Essence employees are provided an employee handbook with rules, procedures, and processes to follow. This handbook requires a signature noting that the employee knows and understands the handbook. New employees are required to do up to 90 days of training in which they will learn about medicating techniques and tools, the point-of-sale system, standard store procedures, safety procedures, and more. All employees are to participate in training with the Holistic Cannabis Academy Network, Americans for Safe Access (ASA) Patient Certification and the Cannabis Training Network throughout the year. Employees will also have access to all educational materials and technologies that are put forth by Essence.
 - We regularly engage our employees to ensure a good work environment and employee success. However, to be sure that our employees will conduct their roles to the best of their ability, we do individual reviews at varying frequencies. These reviews inform team members of their strengths, and the things they could improve on. The reviews will cover the following:
 - Customer Satisfaction - Have they been able to provide adequate customer service that is polite, but also informative?
 - General Job Performance - Have they been able to perform their daily duties to the best of their ability?
 - Team Comradery - Do they get along with fellow co-workers and management, and contribute to a positive work environment?
 - Improvements - This part will discuss anything that they can improve on, as recommended by management.

Essence Security Plan – Pinckney, MI

As part of Essence's internal security, our Security Director is responsible for comprehensive State and Federal background checks on all dispensary facilities and security personnel. Essence has a state-of-the-art alarm system with motion detectors, panic alarms and 24/7/365 monitoring. Essence will conduct maintenance inspections periodically and ensure that all necessary repairs, alterations, and upgrades are made for the proper operation of the systems. Areas where only certain employees may enter would be the security surveillance room, marijuana storage room, and facility vault where cash and products ready for sale are stored is protected by a lock requiring a key. Our managers will have the ability to unlock the facility, turn off the alarm, and allow employees to enter. As part of their security responsibilities, he/she will follow specific checklists regarding internal and perimeter security, periodic alarm testing and monitoring security cameras. Our Security Director conducts regular tests to ensure security compliance with all facets of the operation. Our Security Director and our dispensary manager will work together to ensure that all security protocols are being followed and that no theft or possible diversion has taken place. Essence's security plan has specific emergency action responses, employee accident reporting, investigation policies, fire prevention, certain materials storage policies and other security issues that may arise.

Essence provisioning centers alarm system is centrally monitored and our security cameras are recorded twenty-four hours a day, every day. The cameras cover all facility entrances and exits, rooms with exterior windows, exterior walls, storage rooms, including those that contain safes, and the perimeter of the facility. The IP video capture provides a live, real time viewing of our facility and all areas. The resolution of each camera is a high-density resolution (HD1080) and is also equipped with infra-red electronics to capture images in low light situations. To prevent vandalism to outdoor cameras, each camera is encased in a protective housing that will also prevent water or weather damage to the unit. The video management software allows our system to record, view and manage all cameras from a remote device such as a tablet or smartphone.

Our Security Plan consists of both physical and electronic security measures designed to prevent unauthorized entry, theft, diversion, and other unauthorized conduct with respect to Marihuana and the safety and wellbeing of our staff and customers. This Security Plan is written to meet or exceed the requirements of the State of Michigan and includes rule compliant provisions prior to commencement of operations.

We employ numerous physical security measures to deter and detect the theft and diversion of marihuana:

Our first in class security begins at the perimeter of our property with limited points of entry. Additionally, we maintain appropriate landscaping such that the view of our exterior surveillance cameras is unobstructed. The next layer of physical security is our building itself. We utilize commercial grade doors and locks on all doors and limit pedestrian entry into our facility through a single door. All doors, other than the entry door, are always locked. Within the facility, access to the various production areas containing marihuana is limited according to: (1) authorization; and (2) job function. All individuals must be “authorized” to be present in the facility. For employees, this involves an electronic check in as well as wearing a company distributed badge.

We utilize a commercial-grade security alarm system around the perimeter of our facility and on all possible points of entry. This system will be operational 365 days per year, 24 hours per day, 7 days per week. This system is professionally monitored by an independent third party alarm company. Our security alarm system includes the following:

- Burglary Alarm: A hard-wired burglar alarm system covering all points of entry, including door contacts, sirens, and alarm keypads.

- Glass Break Detectors.
- Motion Detectors.
- Duress Alarm (Silent).
- Holdup Alarm (Silent).
- Panic Alarm.
- Failure Notification System.
- Smoke and Fire monitoring.

We utilize a commercial grade security surveillance system that is actively recording 365 days per year, 24 hours per day, 7 days per week. Our surveillance system consists of digital video recorders, video surveillance cameras, video monitors, digital archiving devices, a printer capable of producing color, still digital photograph from any camera image, and a failure notification system.

The date and time of each recording is embedded onto all surveillance recordings. All recordings will be of a quality sufficient to have a clear view of the image record (min 1080p) and capable of producing discernable still images. Where necessary, we will install additional lighting to enable picture clarity or brightness.

Interior. We utilize fixed cameras throughout the facility, targeting all entrances, exits, rooms where marihuana is located, the Security and Surveillance Equipment Room, waste destruction area, and storage vault.

Exterior. We utilize fixed cameras targeting all points of ingress and egress, parking areas and all other areas within 15 feet of the exterior of the facility.

Retention Period. Until we are told otherwise by the state, we shall retain all images for a minimum period of 30 days.

Tamper Proof Cameras. Our exterior surveillance cameras will be tamper proof and installed at a height that makes obstructing, tampering or disabling them very difficult.

Administrative Holds. In the event the City, law enforcement, or state officials make any such request, we will place an administrative hold on the destruction of all video surveillance that may be needed for investigative purposes and will not remove that hold until authorized to do so.

Our security is very extensive and includes security functions such as strong doors and locks, along with more complex security measures such as cameras and video surveillance. However, to be completely safe and secure we will also have a security guard on the premises during store hours. Security personnel will be positioned in the corner of the showroom to be able to see the entrance and exit doors. This security guard will be professionally trained with prior relevant experience to ensure that there are no mishaps.

Some of the primary features of the security system include:

1. A smoke and fire alarm.
2. Motion detectors
3. A failure notification system that provides an audible, text or visual notification of any failure in the systems. The failure notification system provides an email and text message alert to a designated security person.
4. A silent security alarm system signal, known as a duress alarm, generated by the entry of a designated code to signal that the alarm user is being forced to turn off the system.
5. A silent security alarm system signal, known as a holdup alarm, generated by the manual activation of a device intended to signal a robbery in progress.
6. An audible security alarm system signal, known as a panic alarm, generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring law enforcement response.
7. Auxiliary power sufficient to maintain operation for at least 48 hours following a power outage.
8. Ability to record all activity in images capable of clearly revealing facial detail and also the ability to immediately produce a clear, color, still photograph in a digital format that meets the requirements of the Township/State.
9. Ability to clearly and accurately display the date and time. The date and time will be synchronized and set correctly to not significantly obscure the picture.
10. Ability to operate under the normal lighting conditions of each area under surveillance.
11. Ability to record all images captured by each surveillance camera for a minimum of 30 days. Essence is also following several protocols provided by the Department of Health regarding security. Some of the protocols that Essence are as follows:

A. Fixed camera placement that allows for a clear image of all Individuals and activities in and around the following:

- A limited access area of the facility.
- A room or area containing a security and surveillance system storage device or equipment.
- Entrances and exits to the facility. Entrances and exits will be recorded from indoor and outdoor vantage points.
- Rooms with exterior windows, exterior walls, and storage rooms, including those that may contain safes.
- Twenty feet from the exterior of the perimeter of the facility.

B. Essence shall maintain all recorded images captured by each surveillance camera for a minimum of 30 days, in a format that may be easily accessed for investigative purposes.

Recordings are kept at the facility:

- In a locked cabinet, closet or other secure place to protect it from tempering or theft.
- In a room to which access is limited to authorized Individuals.

C. Essence retains at the facility, for at least 3 years, records of all inspections, servicing, alterations, and upgrades performed on the systems. The following will apply:

- The records shall be made available to the Department and its authorized agents within 2 business days following a request.
- Failure to provide the records to the department will subject Essence to the sanctions and penalties as prescribed by the law.

D. In the event of a mechanical malfunction of the security or surveillance system that exceeds an 8-hour period, Essence shall provide alternative security measures that may include closure of the facility.

E. Essence has a dedicated security company responsible for continuously monitoring the security system and surveillance system at the facility.

F. Essence is complying with the records retention policy of the Village\State and will make available to the Village\State the following:

- Within 2 business days following a request, Essence shall provide up to four screen captures of an unaltered copy of video surveillance recording to the Village\State or its authorized agents, law enforcement or other Federal, State or Local government officials, if necessary, to perform the government officials' functions and duties.
- If Essence is notified in writing by the Village\State or its authorized agents, law enforcement or other Federal, State or Local government officials of a pending criminal or administrative investigation for which a recording may contain relevant information, Essence shall retain an unaltered copy of the recording until the investigation or proceeding is closed or the entity conducting the investigation or proceeding notifies Essence that it is not necessary to retain the recording.

G. Essence has commercial-grade door locks on each external door of the facility.

- During non-working hours, Essence will securely lock all entrances and exits to the facility.

H. Essence has installed appropriate lighting to ensure proper surveillance inside and outside of the facility.

12. Essence has limited access to rooms containing security and surveillance monitoring equipment to persons who are essential to maintaining security and surveillance operations, Federal, State and Local law enforcement, security and surveillance system service employees, the Department or its authorized agents, and other persons with the prior written approval of the Department. The following will apply:

Essence will make available to the Department or the Department's authorized agents, upon request, a current list of authorized employees and service employees or contractors who have access to any security and surveillance areas.

Wastewater Treatment Plan

Storage of Water

Adequate storage of water is essential to ensure a reliable water supply for facility operations. This includes the provision of clean and secure storage tanks or reservoirs. These should be constructed of non-porous materials and regularly inspected to prevent contamination or deterioration. Facilities often adhere to strict storage capacity limits to minimize the risk of overflow and potential wastewater discharge.

Proper storage of water is fundamental to maintaining a reliable water supply for facility operations. Adequate storage capacity is achieved through clean and secure storage tanks or reservoirs. These containers are typically constructed of non-porous materials, which prevents contamination and deterioration. Facilities frequently adhere to strict storage capacity limits to prevent overflow, reducing the potential for wastewater discharge.

The adequate storage of water is a critical component in ensuring a consistent water supply for facility operations. This involves the use of clean and secure storage tanks or reservoirs. These containers are typically constructed of non-porous materials, reducing the risk of contamination or deterioration. Facilities often adhere to stringent storage capacity limits to prevent overflow, which ultimately minimizes the potential for wastewater discharge.

Ensuring the proper storage of water is crucial for maintaining a reliable water supply for facility operations. Adequate storage capacity is achieved through clean and secure storage tanks or reservoirs, commonly constructed of non-porous materials. Facilities regularly inspect these containers to prevent contamination or deterioration. Adherence to strict storage capacity limits helps minimize the risk of overflow, ultimately reducing the potential for wastewater discharge.

Labeling Requirements

Water storage tanks and reservoirs should be clearly labeled to prevent cross-contamination. Proper labeling ensures that water is not used for unintended purposes and minimizes the risk of accidental wastewater discharge. These labels should be prominently placed and easy to read, in compliance with relevant regulations and standards.

Clear labeling of water storage tanks and reservoirs is essential to prevent cross-contamination. Proper labeling ensures that water is not inadvertently used for unintended purposes, minimizing the risk of accidental wastewater discharge. Labels should be prominently placed and easy to read to comply with applicable regulations and standards.

Water storage tanks and reservoirs should be clearly labeled to prevent cross-contamination and the accidental discharge of wastewater. Proper labeling ensures that water is used only for its intended purposes. Labels should be prominently placed and easy to read, in line with relevant regulations and standards.

Proper labeling of water storage tanks and reservoirs is essential to prevent cross-contamination and accidental wastewater discharge. Labels should clearly specify the purpose of the water storage, ensuring that it is used only for its intended purposes. Labels should be placed prominently and designed to be easy to read, adhering to applicable regulations and standards.

Procedures for Handling and Disposing of Waste

Well-documented procedures for handling and disposing of wastewater are essential to prevent accidental discharge and maintain regulatory compliance. This includes clear protocols for containment, transport, and treatment of wastewater. Compliance with these procedures ensures that wastewater is managed safely and responsibly.

Comprehensive procedures for the handling and disposal of wastewater are crucial for preventing accidental discharges and ensuring regulatory compliance. These procedures cover aspects such as containment, transportation, and treatment of wastewater. Adhering to these documented protocols is key to the safe and responsible management of wastewater.

Documented procedures for the handling and disposal of wastewater are essential to prevent accidental discharges and maintain compliance with regulations. These procedures encompass containment, transportation, and treatment of wastewater. Strict adherence to these protocols is necessary to ensure the safe and responsible management of wastewater.

Properly documented procedures for handling and disposing of wastewater are essential to prevent accidental discharges and uphold regulatory compliance. These procedures encompass containment, transportation, and treatment of wastewater. Strict adherence to these protocols is critical to ensure the safe and responsible management of wastewater.

Waste Traceability

Ensuring traceability of wastewater is crucial for monitoring its movement and treatment within the facility. Facilities typically use advanced tracking and monitoring systems that record the origin, treatment process, and disposal of wastewater. These systems help facilities maintain transparency and accountability in their wastewater management practices.

Wastewater traceability is critical for monitoring its movement and treatment within the facility. Advanced tracking and monitoring systems are commonly employed to record the origin, treatment process, and disposal of wastewater. These systems offer transparency and accountability in wastewater management practices, enabling facilities to comply with regulations and demonstrate responsible wastewater handling.

Maintaining traceability of wastewater is essential to monitor its flow and treatment within the facility. Advanced tracking and monitoring systems are frequently utilized to record the origin, treatment process, and disposal of wastewater. These systems contribute to transparency and accountability in wastewater management practices, which is crucial for regulatory compliance and demonstrating responsible wastewater handling.

Traceability of wastewater is a key aspect of monitoring its movement and treatment within the facility. Facilities often employ advanced tracking and monitoring systems to record the origin,

treatment process, and disposal of wastewater. These systems enhance transparency and accountability in wastewater management practices, allowing facilities to meet regulatory requirements and showcase responsible wastewater handling.

Equipment Specifications for Wastewater Treatment and Discharge

Wastewater treatment and discharge involve a range of equipment crucial for ensuring the safe and compliant handling of wastewater. Facilities planning to adopt wastewater treatment procedures should consider the specific equipment requirements for their operation. Commonly used equipment includes sedimentation tanks or clarifiers to remove solids from the wastewater, aeration systems like diffused air or surface aerators to enhance the treatment process, and biological treatment systems such as activated sludge or trickling filters to promote microbial breakdown of contaminants.

In the context of wastewater treatment and discharge, the choice of equipment is instrumental for the successful management of wastewater. Facilities should carefully select equipment that suits their specific needs and complies with local and state regulations. Key equipment types include sedimentation tanks or clarifiers, which facilitate the removal of solids from the wastewater, and aeration systems like diffused air or surface aerators that promote oxygen transfer and microbial activity. Biological treatment systems such as activated sludge or trickling filters play a pivotal role in the breakdown of contaminants, ensuring that wastewater meets established discharge standards.

Proper equipment selection is a cornerstone of effective wastewater treatment and discharge. Facilities must consider equipment that aligns with their specific needs and adheres to local and state regulations. Typical equipment types include sedimentation tanks or clarifiers, which aid in the separation of solids from wastewater, aeration systems like diffused air or surface aerators that enhance oxygen transfer and microbial activity, and biological treatment systems such as activated sludge or trickling filters, promoting the microbial breakdown of contaminants to meet discharge standards.

Wastewater treatment and discharge heavily depend on the selection of appropriate equipment. Facilities must carefully choose equipment that suits their specific needs while complying with local and state regulations. Equipment commonly used includes sedimentation tanks or clarifiers for the removal of solids, aeration systems like diffused air or surface aerators to improve oxygen transfer and enhance microbial activity, and biological treatment systems such as activated sludge or trickling filters to break down contaminants and meet discharge standards. Ensuring that the chosen equipment is maintained according to a structured schedule is essential for its consistent and optimal performance in wastewater treatment and safe disposal.

Any Local and State Requirements Covered

Compliance with local and state requirements is paramount in wastewater treatment. Facilities must adhere to all relevant regulations, permits, and reporting requirements. Regular communication with local authorities and regulatory bodies ensures that facilities are kept

informed of any changes in requirements or standards. This proactive approach helps maintain compliance and reduces the risk of accidental wastewater discharge.

Compliance with local and state requirements is of utmost importance in wastewater treatment. Facilities must strictly adhere to all applicable regulations, permits, and reporting requirements. Maintaining open lines of communication with local authorities and regulatory bodies is essential to staying informed about any changes in requirements or standards. This proactive approach is crucial for maintaining compliance and reducing the risk of accidental wastewater discharge.

Ensuring compliance with local and state requirements is a top priority in wastewater treatment. Facilities are required to adhere to all relevant regulations, permits, and reporting requirements. Regular communication with local authorities and regulatory bodies is essential to staying updated on any changes in requirements or standards. Proactively maintaining compliance is a key practice that minimizes the risk of accidental wastewater discharge.

Compliance with local and state requirements is essential to wastewater treatment. Facilities are obligated to follow all relevant regulations, permits, and reporting requirements. Maintaining consistent communication with local authorities and regulatory bodies is critical to remaining informed about any changes in requirements or standards. Proactively staying in compliance helps reduce the risk of accidental wastewater discharge and demonstrates responsible wastewater management

Northville Services and Holdings, LLC – Sanitation & Waste Disposal Plan

Waste Disposal

We will utilize industry best practices to properly dispose of waste, including marijuana waste. Adherence to all applicable Department, state and local laws, ordinances, and regulations pertaining to the destruction and disposal of marijuana waste within the facility is very important to ensure no marijuana waste is being diverted. All marijuana waste, byproducts, and undesired products will be destroyed and disposed of according to all applicable state and local laws. Facility management will ensure proper training and implementation of destruction and disposal procedures and protocols. Documentation will be recorded and maintained at the facility location for periods that are in accordance with state and local laws and regulations.

Disposal

Disposal of any marijuana product waste must be rendered unusable and unrecognizable through grinding and incorporating the marijuana waste with non-consumable solid wastes listed below, such that the resulting mixture is at least sixty (60%) percent non-marijuana waste:

- Paper waste;
- Plastic waste;
- Cardboard waste;
- Food waste;
- Grease or other compostable oil waste;
- Other compost activators;
- Other wastes approved by the Department that will render the medical marijuana waste unusable and unrecognizable as marijuana; and
- Soil or sand.

Waste Destruction Reporting

We will maintain accurate and comprehensive records of the waste material that accounts for, reconciles, and evidences all waste activity related to the disposal of marijuana products. All waste disposed of will be recorded in the BioTrackTHC™, as well as METRC, and a separate Waste Disposal Log, including waste produced before processing, during production, and after production. We will use the inventory management system to record the following:

- Date of disposal;
- Batch identification;
- Type and weight of waste disposed of;
- Description of and reason for the disposal of the medical marijuana;
- Confirmation that the medical marijuana was rendered unusable and unrecognizable before disposal;
- Manner of disposal;
- Name and identification number of the employee responsible for the disposal; and
- Any other information required by the Department.

Storage Plan

Product Storage

We will store all marijuana products in a secure limited access area. The limited access storage area will meet and comply with all the security requirements outlined in Department rules and all applicable state and local laws, regulations, ordinances, and other requirements. To prevent product contamination, two (2) separate storage areas will, at a minimum, be designated for the following:

- Marijuana products that meet all the requirements for transfer or sale.
- Rejected marijuana products that are outdated, damaged, deteriorated, or contaminated held for disposal.

We will store all marijuana products ready for transfer or sale, behind a secure counter or others secure barrier separated from stock rooms. Marijuana products will be stored at appropriate temperatures and conditions to help ensure that its identity, strength, quality, and purity are not adversely affected. All areas where marijuana products, and devices are stored will be dry, well- lighted, well- ventilated, and maintained in a clean and orderly condition. Storage areas will be maintained at temperatures and under lighting conditions which will ensure the integrity of medical marijuana and medical marijuana products prior to its use. Storage areas will also contain both a physical and digital inventory recordkeeping method through Metrc and our own record keeping.

Improper Storage Conditions

Any marijuana products that have been subjected to improper storage conditions, including but not limited to, extremes in temperature, humidity, smoke, fumes, pressure, age, or radiation due to natural disasters, fires, accidents, or equipment failures, will not be salvaged and may not be dispensed. Such products will be disposed of in accordance with our waste management plan.

We will maintain records that include the name, batch number, and disposition of any medical marijuana products affected by improper storage conditions through Metrc and our own physical records. The destruction of said products will be executed pursuant to Department Rule 36 and all applicable state and local laws, regulations, ordinances, and other requirements. We will document the waste destruction in BioTrackTHC and METRC as required by Department regulation.

Environmental Plan

Environment-Conscious Approach

Essence is dedicated to conducting its operations in a manner that is ecologically sustainable from an energy consumption, water consumption, and waste generation standpoint. We will take an open-minded approach towards minimizing environmental impact and improving efficiency by employing the practices and technology described herein; and it will abide by all facets of the Medical Marijuana Facilities Licensing Act (MMFLA) and the Emergency Rules promulgated thereunder, to specifically include Rule 36. Our Company is also committed to dispensing of marijuana that is produced using natural, organic methods. In furtherance of these goals, our Company will consult with and, as necessary, retain an Environmental or Architectural Engineer to assist with its Environmental Sustainability Plan and will, at a minimum, adopt and adhere to Best Management Practices that include methods, policies and procedures in the following areas.

We will make every effort to transact marijuana and related products that meet the Federal Standard for designation as “organic” by obtaining suppliers that use only OMRI-Certified grow media and avoid the use of any insecticides, herbicides or artificial growth regulators.

Energy Efficiency

As to maximizing energy efficiency, the implementation of measures that include the following:

1. For lighting equipment and controls:
 - Use of fluorescent/LED lighting in all areas of the premises;
 - Use, where appropriate, of photo-controls for exterior lighting unless security needs dictate otherwise;
2. For air filtration equipment and controls:
 - Installation of vent dampers;
 - Analysis of systems and replacement of inefficient components;
 - Use of programmable thermostats and controls;
 - Sealing and insulation of ducts and hot water pipes;
3. For the building:
 - Install and increase roof and wall insulation;
 - Control Air Leakage;
 - Install storm doors;
 - Insulate and seal skylights and windows;
4. Use of natural light: This space will supplement electrical lighting with natural light and reduce the consumption of electrical light sources while maintaining minimum lighting requirements and without affecting our security; and
5. Otherwise attempting to meet or exceed the energy efficiency requirements of the International Energy Conservation Code.

Essence will apply for and utilize any and all available DTE programs for free technical assistance in creating an energy efficient plan for building improvements, building systems and processes, and effectuating the other goals stated in this part.

Whenever feasible, we will use electric vehicles for its internal and delivery transportation needs (non-marijuana deliveries).

Essence will use green building measures whenever feasible, utilizing materials such as denim insulation, non-toxic paint, and materials that do not let off gas.

Water

As to water quality and conservation measures:

1. Essence will instruct, train and educate its staff as to water conservation measures, including the following methods:
 - Avoiding water wasting techniques such as:
 - Allowing water to run during washing/rinsing procedures when no active washing or rinsing is occurring; and
 - Using the toilet to flush and dispose of small items that are more properly disposed of using trash containers.
 - The identification and reporting to appropriate management members of leaks in any portion of the water delivery, distribution and plumbing systems in and about the premises where the provisioning center conducts its operations;
 - Utilizing any and all available public programs and private resources tasked with water conservation efficiency and the education of the public regarding same;
2. In accordance with Rule 36 of the Medical Marijuana Emergency Rules, wastewater will be disposed of in compliance with applicable state and local laws and regulations. As it pertains to our facility, we will comply with the Michigan Department of Environment, Great Lakes, and Energy's (EGLE) reporting and permitting requirements, along with state, local, and Departmental requirements. To be specific:
 - All run off will be isolated to an external storage tank. Thus, Essence will not utilize the Village's sewer system.
 - Essence will contract with a permitted and registered liquid industrial by-product hauler to pump out and transport our wastewater to an approved designated facility for treatment and/or disposal. This also includes any light industrial by-products or any other waste.
 - Essence plans to use basic nutrients, fertilizers, and pesticides when growing marijuana plants. Specifically, we will utilize Athena Nutrients' product lines which are mainly salt based nutrients. Athena Nutrients adhere to the guidelines set by the Cannabis Regulatory Agency and MMFLA. All nutrients, fertilizers, and pesticides will be stored safely in plastic jugs that are labeled and contained in a separate room. MSDS data sheets will be maintained onsite.
 - Any hazardous by-product and waste will be discharged and stored in large storage tanks or bins. The storage tank for our wastewater will be a 750 gallon underground storage tank. When the storage tank will be scheduled for regular removal with our waste disposal company.
 - In the event of a minor spill, faculty will follow the guidelines set by EGLE's emergency procedures. Procedures include wearing the appropriate protective gear, using the appropriate equipment such as sump pumps when cleaning up the spill, and recording and submitting reports when spills do occur. More information is contained on #3 of the very next page.

- In the event of any kind of spill, Essence will send a reports to the Village or any other governing bodies as required.
3. The facility will train and instruct its staff in the following methods for preventing discharge to storm drain:
- Identification of chemicals and other substances that are inappropriate for discharge into storm drains;
 - Development of a spill prevention and control program;
 - Prohibiting the use of petroleum-based cleaning products, acids, phosphates or other similar agents or solvents that may produce liquid discharge or run-off;
 - Prohibiting the use of any products which contain heavy metals or which breakdown into heavy metals;
 - Proper storage and segregation of all cleaning and sanitizing products so as to prevent leakage;
 - Frequent sweeping of the premises;
 - Placement of dumpsters and other waste containers in areas that are not directly exposed to rainwater or with covers that are watertight;
 - Posting of warnings about the premises not to dump waste fluids (or products containing or contaminated with same) in storm drains or areas of the premises that lead to storm drains;

4. Except for statutorily specified cleaning agents, the provisioning center will restrict the use of cleaning agents to use non-toxic materials such as vinegar, baking soda and environmentally-friendly surfactants in cleaning and sanitizing operations.

Conservation

As to solid resource conservation:

1. Using, where available, paper, plastic and other containers that have been produced using recycled materials, identifying vendors of such products, and training staff as to the use of such vendors. Our Company will endeavor to minimize packaging and waste wherever possible.
2. Instituting a recycling program whereby:
 - Staff are trained as to recycling programs operated by local waste management providers and private recycling providers;
 - Used or discarded paper, plastic or other items are placed for pick up and recycling by waste management providers or transported to private recycling centers.

Disposal

Disposal and Destruction Program:

1. Our Company will endeavor to reduce, to the greatest extent possible, to properly dispose of waste, including marijuana waste. It will adhere to all applicable Department, state and local laws, ordinances, and regulations pertaining to the destruction and disposal of marijuana waste within the facility to ensure no marijuana waste products are being diverted. All marijuana waste, byproducts, and undesired products will be destroyed and disposed of according to all applicable state and local laws. Facility management will ensure proper training and implementation of destruction and disposal procedures and protocols. Documentation will be recorded and maintained at the facility location for periods that are in accordance with state and local laws and regulations.
2. As to the material that must be discarded or destroyed, the facility will use the following approach:
 - Our Company will identify one or more local landfills or transfer stations that will receive marijuana plant waste materials and will further identify one or more facilities that receive organic or other waste for energy generation purposes;
 - The facility will identify an employee responsible for segregating and disposing of marijuana plant waste matter;
 - Any marijuana plant debris that is designated for destruction or disposal will be identified by date, batch and volume by the Inventory Control System and will be ground, milled or otherwise processed into a gauge where the particles can be readily combined with another substance so as to render the ground/milled/processed marijuana plant material non-viable;
 - Once processed for disposal, the material to be discarded or destroyed will be combined with mulched cardboard, used plant soils or other non-toxic inert material so as to render unusable the marijuana plant matter contained therein;

3. Following the rendering of any potentially usable marijuana as “non-viable” by the above-described method, the facility employee responsible for the destruction/disposal of the material will isolate and identify said material pending transfer to a designated waste or energy generation facility;
4. At the time of transfer, the facility employee responsible for the destruction/disposal will prepare a tentative trip plan identifying the matter to be transported, the employee transporting said matter, the destination where the matter is to be transported and the route to be used in transporting such matter;
5. With regards to the matter of hazardous waste, Our Company will manage all such waste pursuant to part 111 of 1994 PA 451, MCL 324.11101 to 324.90106.

Facility Sanitation Plan

Contamination Prevention

Design and Layout

The facility's design and layout play a pivotal role in contamination prevention. Zoning the facility into distinct areas for cultivation, processing, and packaging is a common practice. This separation not only helps with efficiency but also minimizes the risk of cross-contamination. Visual cues, such as color-coding different work areas, provide clear guidance to employees, ensuring they understand and respect the designated zones. An efficient layout helps to reduce the chances of employees accidentally moving between different areas, and this design feature can be seen in various successful cannabis facilities in Michigan.

Sanitary Practices

Strict adherence to hygiene practices is essential for a clean and safe facility. This includes enforcing the use of personal protective equipment (PPE) such as hairnets, gloves, and disposable shoe covers. PPE not only safeguards the products but also prevents contaminants from being introduced by employees. Hand hygiene is a cornerstone of sanitation. Comprehensive handwashing procedures are essential, and hand sanitizers should be readily available. These practices contribute significantly to contamination prevention and are widely embraced by reputable facilities across the state.

Quality Control

Quality control is integral to maintaining product integrity and safety. Many facilities implement regular quality control checks at various stages of the production process. These checks include visual inspections, microbial testing, and odor checks, among others. The timely and documented inspections ensure that potential contamination issues are identified and addressed promptly. Independent inspection teams are often used to maintain impartiality and objectivity in the quality control process. This approach is widely recognized as a best practice within the cannabis industry in Michigan.

Inspection and Testing

Routine environmental testing for contaminants, such as mold, mildew, and pesticides, is a common practice in cannabis facilities. These tests are typically carried out by independent and certified laboratories to ensure accurate and unbiased results. It's crucial that actionable response plans are in place for any contamination findings. Facilities often engage third-party experts to conduct tests, adding credibility and ensuring that proper protocols are followed. These practices are based on the guidance provided by the CRA and are reinforced by the experiences of various facilities across Michigan.

Disposal of Cannabis

Proper disposal methods are crucial to ensure that cannabis waste does not find its way back into the market. Methods such as shredding, grinding, or mixing with non-consumable substances render cannabis waste unusable. This approach is aligned with the state's requirements for rendering waste unusable to prevent diversion or misuse. Partnering with licensed waste management companies for compliant disposal is a standard practice. These companies have the expertise and infrastructure needed to ensure proper disposal in accordance with state regulations. Facilities typically maintain records of disposal for compliance documentation and to demonstrate responsible waste management practices.

The secure disposal of cannabis waste is a significant concern for cannabis facilities. It is imperative that waste products are rendered unusable before disposal. Methods like shredding, grinding, or mixing with non-consumable substances are standard practice to meet this requirement. Facilities must partner with licensed waste management companies for compliant disposal, which is a key point of emphasis in the state's regulations. By working with these specialized service providers, cannabis facilities ensure that waste is handled in accordance with the strict guidelines set forth by the CRA and state authorities. These collaborative efforts include comprehensive record-keeping to document proper waste disposal and maintain regulatory compliance.

In Michigan, complying with state regulations for cannabis waste disposal is non-negotiable. Proper disposal methods are in place to render cannabis waste unusable before disposal. This often involves methods like shredding, grinding, or mixing with non-consumable substances. Compliance also means partnering with licensed waste management companies that specialize in cannabis waste disposal. These companies have the necessary infrastructure and expertise to ensure the proper and lawful disposal of waste materials. In addition, they help cannabis facilities adhere to state regulations, which prohibit on-site burning or the introduction of waste into the sewerage system. To maintain compliance, it is common for facilities to maintain detailed records of their disposal processes, providing transparency and accountability.

State regulations in Michigan emphasize responsible and compliant disposal of cannabis waste. The proper disposal methods for cannabis waste include rendering it unusable through shredding, grinding, or mixing it with non-consumable substances. Compliance with state regulations extends to partnering with licensed waste management companies, which have the expertise and infrastructure to ensure lawful and safe waste disposal. This collaboration ensures that cannabis facilities meet the rigorous disposal standards set by the CRA. Maintaining detailed records of the disposal process is a critical aspect of compliance, offering transparency and documentation that demonstrate a commitment to responsible waste management. Proper waste disposal helps prevent any diversion or misuse of cannabis materials, which is a priority for the state and cannabis facilities alike.

Trash Removal

Regular and timely trash removal is essential for both sanitation and pest control. The frequency of removal should be adjusted according to the volume of waste generated. Facilities need to ensure that waste receptacles are secured and tamper-evident to prevent unauthorized access. Pest infestations can be a significant concern, and proper waste management is an effective preventive measure. Regular, consistent trash removal is a practice that prevents the accumulation of waste materials, reducing the risk of pests. Facilities often adjust the frequency of removal based on the volume of waste generated, ensuring that waste receptacles do not become overfilled. Utilizing secure and tamper-evident waste receptacles is a preventive measure that ensures waste is not tampered with by unauthorized individuals, reducing contamination risks. Pest infestations, in particular, can be a significant concern in the cannabis industry, and comprehensive waste management practices are crucial to preventing these issues.

Regular trash removal is crucial to maintaining a clean and pest-free facility. The frequency of removal should be adjusted based on the volume of waste generated, ensuring that waste receptacles do not become overfilled. To prevent unauthorized access to waste, facilities should use secure and tamper-evident waste receptacles. These measures are essential to reducing the risk of pests. Pest infestations can be a serious issue for cannabis facilities, and proper waste management helps to prevent such problems. Regular, consistent trash removal is one of the core practices that helps ensure that waste does not accumulate, thereby reducing the risk of pests. The frequency of removal can vary based on the volume of waste generated by the facility to ensure that waste receptacles do not become overfilled. Secure waste receptacles are utilized to prevent unauthorized access and tampering, a crucial measure in reducing contamination and pest-related risks.

Timely and regular trash removal is a fundamental practice for maintaining a clean and sanitary facility. The frequency of removal should be adjusted in accordance with the volume of waste generated to prevent waste receptacles from becoming overfilled. Utilizing secure, tamper-evident waste receptacles is an essential measure to prevent unauthorized access to waste. Pest infestations are a common concern for cannabis facilities, and proper waste management helps reduce this risk. Maintaining a pest-free environment is critical for product quality and safety. Regular, consistent trash removal is the foundation of waste management, as it prevents the accumulation of waste materials and, consequently, reduces the risk of pests. Adjusting the frequency of removal based on waste volume is a practical approach to maintain a clean environment and minimize contamination risks. The use of secure waste receptacles is a preventive measure that ensures the waste is not tampered with by unauthorized individuals, reducing potential contamination risks.

Floors, Walls, Ceilings, and Surfaces

The routine cleaning of floors, walls, ceilings, and surfaces is integral to contamination prevention. Using a cleaning schedule that is diligently followed is a standard practice. Non-porous materials for surfaces are a key choice to facilitate easier cleaning and reduce the risk of contamination. Regular inspections ensure that surfaces remain clean and hygienic. These

practices are essential to maintaining a clean and safe environment and are widely followed in the industry.

Maintaining a clean and sanitized environment requires a structured approach to cleaning floors, walls, ceilings, and surfaces. Implementing a cleaning schedule that is consistently followed is a standard practice to prevent contamination. The choice of non-porous materials for surfaces simplifies the cleaning process and reduces the risk of contamination. Regular inspections are essential to verify that surfaces remain clean and hygienic. These practices are widely followed across the industry to maintain a safe and contamination-free environment.

Routine cleaning of floors, walls, ceilings, and surfaces is a key element in preventing contamination. Facilities typically follow a cleaning schedule to ensure that these areas are consistently cleaned and sanitized. The choice of non-porous materials for surfaces, such as stainless steel and easy-to-clean tiles, simplifies the cleaning process and reduces the risk of contamination. Regular inspections help to verify that surfaces remain clean and hygienic. These practices are fundamental in maintaining a clean and safe environment, and facilities across Michigan emphasize the importance of regular cleaning and inspections.

Keeping floors, walls, ceilings, and surfaces clean is a core practice for contamination prevention. Facilities typically maintain a cleaning schedule to ensure that these areas are cleaned regularly. The use of non-porous materials for surfaces is common to simplify cleaning and minimize the risk of contamination. Regular inspections are carried out to confirm that surfaces remain clean and hygienic. These practices are essential to maintaining a clean and safe environment and are widely adopted in the industry.

Pest Management

Integrated Pest Management (IPM) strategies are crucial for effective pest control while minimizing pesticide use. Regular monitoring is integral to an IPM approach. Early intervention is key to prevent the spread of pests and minimize pesticide usage. Documented procedures for pest control, including the types of pesticides or traps used, application methods, and safety precautions, are standard in facilities. These practices are essential for effective pest management while minimizing environmental impact.

Integrated Pest Management (IPM) is a comprehensive approach that is vital for pest control while reducing the reliance on pesticides. Regular monitoring is a cornerstone of IPM, enabling early intervention to prevent the spread of pests. Documented procedures for pest control, including the types of pesticides or traps used, application methods, and safety precautions, are standard practice. These practices are essential to maintain a pest-free environment while minimizing the environmental impact of pesticide use.

Integrated Pest Management (IPM) is a leading approach to pest control, emphasizing minimal pesticide usage. Regular monitoring is at the core of an effective IPM strategy. Early intervention in the presence of pests is critical to prevent their proliferation without resorting to excessive pesticide use. Documented procedures for pest control, including the types of pesticides or traps

used, application methods, and safety precautions, are standard across facilities. These practices support effective pest management while mitigating the environmental impact of pesticides.

Integrated Pest Management (IPM) is an essential approach to pest control, emphasizing the reduction of pesticide usage. Regular monitoring is the foundation of IPM, allowing for early intervention to prevent pest infestations. Facilities generally have documented procedures for pest control, detailing the types of pesticides or traps used, application methods, and safety precautions. These practices are widely adopted in the industry to ensure effective pest management while minimizing the impact on the environment.

Labeling and Storage of Toxic Solvents, Agents, and Chemicals

Proper labeling and secure storage of hazardous chemicals are fundamental practices to ensure employee safety and minimize contamination risks. Safety procedures for handling toxic substances, including the use of personal protective equipment (PPE) and spill response plans, are in place to protect employees and prevent accidents. Employee training is a key component of these safety procedures. These practices help facilities ensure the responsible handling of toxic substances.

Compliance with safety regulations is essential for labeling and safely storing hazardous chemicals. Proper labeling helps employees easily identify the contents and hazards associated with these substances, minimizing the risk of accidents and contamination. Facilities have comprehensive safety procedures in place for handling toxic substances, including the use of personal protective equipment (PPE) and spill response plans to prevent accidents and protect employee well-being. Training employees in these safety protocols is a priority to ensure the responsible and safe handling of toxic materials.

Ensuring the proper labeling and secure storage of hazardous chemicals is a core practice to protect employees and minimize contamination risks. Proper labeling helps employees easily identify the contents and hazards of these substances, reducing the risk of accidents. Facilities have comprehensive safety procedures in place for handling toxic substances, including the use of personal protective equipment (PPE) and spill response plans, which are essential for preventing accidents and protecting employee health. Employee training is a central component of these safety procedures, ensuring that the responsible handling of toxic materials is consistently upheld.

Facilities place a strong emphasis on the proper labeling and secure storage of hazardous chemicals to ensure employee safety and minimize contamination risks. Proper labeling is a cornerstone, as it helps employees easily identify the contents and hazards associated with these substances, reducing the risk of accidents. Comprehensive safety procedures for handling toxic substances, including the use of personal protective equipment (PPE) and spill response plans, are established to prevent accidents and protect employee health. Employee training is a key component of these safety procedures, ensuring that the responsible handling of toxic materials is consistently maintained.

Adequate, Readily Accessible Lavatories

Conveniently located and accessible lavatories promote employee compliance with hygiene practices. Well-stocked lavatories with soap, disposable towels, and functional hand dryers ensure that employees can maintain proper hand hygiene. The convenience of lavatories significantly contributes to increased compliance with handwashing and sanitation practices. These practices are widely followed across facilities to support employee health and safety.

The convenience of conveniently located and accessible lavatories significantly boosts employee compliance with hygiene practices. Ensuring that lavatories are well-stocked with soap, disposable towels, and functional hand dryers ensures that employees can consistently maintain proper hand hygiene. Adequate, readily accessible lavatories are essential to supporting employee health and safety, and this practice is a standard across facilities in Michigan.

Adequately located and accessible lavatories enhance employee compliance with hygiene practices. Lavatories that are well-stocked with soap, disposable towels, and functional hand dryers ensure that employees can consistently maintain proper hand hygiene. These measures significantly support employee health and safety and are a fundamental practice in facilities across Michigan.

The accessibility and convenience of lavatories play a significant role in promoting employee compliance with hygiene practices. Facilities that provide well-stocked lavatories with soap, disposable towels, and functional hand dryers ensure that employees can maintain proper hand hygiene consistently. This practice is a standard approach to supporting employee health and safety and is widely adopted across facilities.

Restrictions on Cannabis Product Handlers

Employee qualifications and training are vital to maintaining sanitation. Regular training ensures that employees are up to date with hygiene practices and safety protocols. Implementing health requirements, including mandatory health checks, helps prevent the spread of illness within the facility. This practice is a fundamental aspect of employee management and safety in the cannabis industry.

Qualifications and training of employees are key aspects of maintaining sanitation and safety. Regular training ensures that employees remain informed about hygiene practices and safety protocols. Implementing health requirements, such as mandatory health checks, is crucial to preventing the spread of illness within the facility. These practices are an essential component of employee management and safety, and they are widely adopted in the cannabis industry.

Employee qualifications and ongoing training are fundamental to maintaining sanitation and safety. Regular training ensures that employees remain updated on hygiene practices and safety protocols. Implementing health requirements, such as mandatory health checks, is a key strategy to prevent the spread of illness within the facility. These practices are a core part of employee management and safety, and they are common in the cannabis industry.

Maintaining employee qualifications and providing ongoing training are key elements in preserving sanitation and safety. Regular training ensures that employees are well-informed about hygiene practices and safety protocols. Implementing health requirements, including mandatory health checks, is essential to prevent the spread of illness within the facility. These practices are integral to employee management and safety and are widely adopted in the cannabis industry.

Hand-washing Procedures

Clear hand-washing procedures outline when employees should wash their hands, emphasizing the importance of hand hygiene. This includes before handling cannabis products, after using the restroom, and upon returning from breaks. Training employees on the proper hand-washing techniques, which includes the use of soap and water for at least 20 seconds, is crucial. Proper hand-washing procedures contribute significantly to maintaining a clean and safe environment within facilities.

Hand-washing procedures are a critical aspect of maintaining a clean and safe environment within facilities. Clear procedures outline when employees should wash their hands, emphasizing the importance of hand hygiene. This includes before handling cannabis products, after using the restroom, and upon returning from breaks. Training employees on the proper hand-washing techniques, which includes the use of soap and water for at least 20 seconds, is crucial to ensuring consistent hand hygiene practices.

Well-defined hand-washing procedures are vital for maintaining a clean and safe environment within facilities. Clear procedures outline when employees should wash their hands, including before handling cannabis products, after using the restroom, and upon returning from breaks. Training employees on the proper hand-washing techniques, which includes the use of soap and water for at least 20 seconds, is crucial to ensure consistent hand hygiene practices. Hand-washing procedures significantly contribute to the overall cleanliness and safety of facilities.

Hand-washing procedures play a significant role in maintaining a clean and safe environment within facilities. Clear procedures outline when employees should wash their hands, including before handling cannabis products, after using the restroom, and upon returning from breaks. Training employees on the proper hand-washing techniques, which includes the use of soap and water for at least 20 seconds, is crucial to ensuring consistent hand hygiene practices. Proper hand-washing procedures are a fundamental aspect of maintaining cleanliness and safety within facilities.

Hand-washing Facilities

Strategically placed hand-washing stations promote easy access for employees, encouraging consistent hand hygiene. Equipping these stations with necessary supplies, including soap, water, and either disposable towels or hand dryers, ensures that employees can maintain proper hand hygiene consistently. Maintaining hand-washing stations to ensure functionality and cleanliness is crucial for supporting a sanitary environment.

The strategic placement of hand-washing stations ensures that employees have easy access to facilities that promote consistent hand hygiene. Equipping these stations with necessary supplies, including soap, water, and either disposable towels or hand dryers, ensures that employees can maintain proper hand hygiene consistently. Maintaining hand-washing stations to ensure functionality and cleanliness is essential for supporting a sanitary environment and is widely practiced in facilities.

Hand-washing stations are strategically placed to encourage easy access for employees, promoting consistent hand hygiene. Equipped with necessary supplies, including soap, water, and either disposable towels or hand dryers, these stations ensure that employees can maintain proper hand hygiene consistently. Maintaining the functionality and cleanliness of hand-washing stations is a crucial practice for supporting a sanitary environment and is commonly implemented in facilities.

The strategic placement of hand-washing stations plays a significant role in promoting easy access for employees and, consequently, consistent hand hygiene. Equipping these stations with necessary supplies, including soap, water, and either disposable towels or hand dryers, ensures that employees can maintain proper hand hygiene consistently. Maintaining hand-washing stations to ensure functionality and cleanliness is integral to supporting a sanitary environment and is a standard practice in facilities.

Signed Acknowledgement

I, Marco Lytwyn of Northville Services and Holdings LLC, am aware of and understand that all matters related to marihuana growing, cultivation, possession, testing, safety compliance and transporting, are currently subject to state and federal laws, rules and regulations, and that the approval or granting of a license hereunder does not exonerate or exculpate the applicant from abiding by the provisions and requirements and penalties associated with those laws, rules, and regulations, or exposure to any penalties associated therewith; and further, the applicant waives and forever releases any claim, demand, action, legal redress, or recourse against the Village, its elected and appointed officials, and its employees and agents for any claims, damages, liabilities, causes of action, damages, or attorney fees that the applicant may incur as a result of the violation by the applicant, its Stakeholders and agents of those laws, rules, and regulations.



Marco Lytwyn, Applicant 12/11/2023

Pinckney Job Information

Essence understands the importance of organization when it comes to our staff. Thus, our staffing plan describes the several important components of having a happy and successful staff that abides by state and local law, along with additional information that will help prepare our employees for a successful future with Essence. We will create 12-15 new jobs, including budtenders, product-support staff, managers, tech support, and various cultivation positions. Our budtenders starting pay will be \$15 an hour with our management team starting around \$60,000 a year.

It is our intention to be a desirable place to work and provide faculty with competitive wages and benefits. As such, Essence is committed to:

- **Employing one or more City residents:**
 - Essence estimates on having between 12-15 employees consisting of budtenders, product support staff, management, tech support, security, and various cultivation positions. It is our commitment to employ credible staff with experience, along with our vision of promoting from within, those individuals who showcase potential. Due to our location, it is expected that a majority of our employees will be from Pinckney or surrounding areas in Livingston County.
- **Employ at least 3 employees with a starting wage of \$15/hour.**
 - Given the current economic conditions, along with the nature of the industry, we are happy to provide our staff with fair starting wages, with an opportunity to progress, and earn great wages. **All** positions have wages starting at least \$15 per hour, with opportunity for growth within Essence.
- **Provide employee benefits in addition to wages.**
 - In addition to our very attractive compensation and great working conditions for our employees, it is Essence's intention to offer a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program will be carefully devised. These benefits may include time-off benefits, such as paid time off, holidays, insurance, and other plan benefits. We will be studying and evaluating our benefits programs and policies to better meet our employee's present and future requirements.
- **Provide employer paid health insurance.**
 - We want our team members to understand that they are valuable to us, and more importantly we want them to see a future with us at Essence. In the near future, Essence plans on rolling out health insurance plans.

Declaration

I, Marco Lytwyn, am the sole owner and sole member of Northville Services and Holdings LLC, registered at 17228 Summit Drive, Northville, MI 48168. Marco Lytwyn is a 100% member of Northville Services and Holdings LLC, there are no other members or owners.

A handwritten signature in black ink, appearing to read 'Marco Lytwyn', is written over a horizontal line.

Marco Lytwyn, 01/04/2024