Cultivator Application – Filing Packet Notarized Cover Sheet

Instructions are provided in a separate document: Cultivator Application – Request for Applications / Instructions Packet (MMCP-C-1000).

<table>
<thead>
<tr>
<th>Acknowledgement and Notarized Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ I hereby acknowledge that knowingly making a statement that is untrue or which is intended to mislead the Medical Marijuana Control Program (MMCP), the Department of Commerce, the State Board of Pharmacy, or the State Medical Board, or any person designated by the State of Ohio in the performance of their official function is a violation of Chapter 3796 of the Revised Code. As the duly authorized representative of the applicant, I hereby attest to the accuracy to the best of my knowledge of the submitted information on this application and make the submitted certifications on behalf of the applicant.</td>
</tr>
<tr>
<td>☑ I hereby acknowledge that this application was formulated with the assistance of outside consultants knowledgeable in the industry. If applicable, please include the information requested below regarding the individuals or entities that provided this assistance.</td>
</tr>
<tr>
<td>☑ I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-referenced organization harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below or an agent authorized to certify on its behalf.</td>
</tr>
</tbody>
</table>

Please verify the application level and submit the corresponding, non-refundable application fee:

☑ Level I: I understand and am prepared to submit the non-refundable application fee of $20,000 at the time of submission of this application. By checking this box, I acknowledge that the applicant and any person possessing a financial interest in the applicant, as defined in O.A.C. 3796:1-1-01, is prohibited from applying as a Level II cultivator. (3796:5-1-01)

-OR-

☐ Level II: I understand and am prepared to submit the non-refundable application fee of $2,000 at the time of submission of this application. By checking this box, I acknowledge that the applicant and any person possessing a financial interest in the applicant, as defined in O.A.C. 3796:1-1-01, is prohibited from applying as a Level I cultivator (3796:5-1-01).
<table>
<thead>
<tr>
<th>Business Represented</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>grow ohio pharmaceuticals, llc</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mel</td>
<td>R</td>
<td>Kurtz</td>
</tr>
</tbody>
</table>

**Signature**

<table>
<thead>
<tr>
<th>Application Assistance Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Company Providing Application Assistance (If individuals, please provide information below)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anthony</td>
<td>D</td>
<td>Cieslak</td>
</tr>
</tbody>
</table>

**Address:**

7040 Carriage Hill Drive, #204, Brecksville, OH 44141

**Type of Compensation for Services (e.g., future interest, equity stake, reoccurring payment, etc.):**

**Future Interest**

**Signature of Responsible Party**

Subscribed and sworn to before me this 26 day of June, 2017.

[Seal]

Kimberly K. King

Notary Public

Wayne County

Nov. 15, 2021

State of Ohio

MMCP-C-1001A (v1.1), Ohio Cultivator Application – Filing/Identifiers  
Page 2 of 24
<table>
<thead>
<tr>
<th>Business Represented:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>grow ohio pharmaceuticals, llc</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melvin</td>
<td>R</td>
<td>Kurtz</td>
</tr>
</tbody>
</table>

**Signature:**

<table>
<thead>
<tr>
<th>Application Assistance Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vibrant Security Group</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christian</td>
<td>L</td>
<td>Hinnershit</td>
</tr>
</tbody>
</table>

**Address**

325 Geashill Drive
Hilliardsville, OH 43548

**Type of Compensation for Services (e.g., future interest, equity stake, reoccurring payment, etc.)**

**Signature of Responsible Party**

Subscribed and sworn to before me this 18 day of June, 2017.

(SEAL) [Notary Public Stamp]

A. Callow
<table>
<thead>
<tr>
<th>Business Represented:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grow Ohio Pharmaceuticals, LLC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mel</td>
<td>R</td>
<td>Kurtz</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application Assistance Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Company Providing Application Assistance (If individuals, please provide information below)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeremy</td>
<td></td>
<td>Shechter</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>2843 Opalocka Dr., Chesterland, OH 44026</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Compensation for Services (e.g., future interest, equity stake, reoccurring payment, etc.)</th>
</tr>
</thead>
</table>

**Future Interest - Employee**

<table>
<thead>
<tr>
<th>Signature of Responsible Party</th>
</tr>
</thead>
</table>

Subscribed and sworn to before me this 26 day of June, 2017.

(SEAL) 

ANTHONY CIESLA 
NOTARY PUBLIC
**Business Represented:**

**grow ohio pharmaceuticals, llc**

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mel</td>
<td>R</td>
<td>Kurtz</td>
</tr>
</tbody>
</table>

**Signature**

[Signature]

**Application Assistance Information**

Name of Company Providing Application Assistance (If individuals, please provide information below)

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven</td>
<td>M</td>
<td>Smith</td>
</tr>
</tbody>
</table>

**Address**

6427 Acres Drive, Independence, OH 44131

**Type of Compensation for Services (e.g., future interest, equity stake, reoccurring payment, etc.):**

OHIO, 44131

**Future Interest**

Signature of Responsible Party

[Signature]

Subscribed and sworn to before me this 26th day of June, 2017.

[NOTARY PUBLIC]

MMCP-C-1001A (v1.1), Ohio Cultivator Application – Filing/Identifiers Page 2 of 24
Business Represented:

grow ohio pharmaceuticals, llc

First Name        M.I.        Last Name
Mel               R           Kurtz

Signature

Application Assistance Information

Name of Company Providing Application Assistance (If individuals, please provide information below)

First Name        M.I.        Last Name
Caroline          T.           Henry

Address
32500 Ennis Turn
Airdrie Lake, OH 44012

Type of Compensation for Services (e.g., future interest, equity stake, reoccurring payment, etc.)

Future Interest

Signature of Responsible Party

Subscribed and sworn to before me this 26 day of June, 2017.

(SEAL)

NOTARY PUBLIC
Office of the Governor of Ohio

Ohio Department of Commerce

Medical Marijuana Control Program (MMCP)

<table>
<thead>
<tr>
<th>Business Represented:</th>
</tr>
</thead>
<tbody>
<tr>
<td>grow ohio pharmaceuticals, llc</td>
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</table>

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
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</thead>
<tbody>
<tr>
<td>Mel</td>
<td>R</td>
<td>Kurtz</td>
</tr>
</tbody>
</table>

Signature: 
[A Handwritten Signature]

Application Assistance Information

Name of Company Providing Application Assistance (If individuals, please provide information below)

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yush</td>
<td>R</td>
<td>Chandat</td>
</tr>
</tbody>
</table>

Address:

1414 Som Center Rd, Mayfield Heights, OH 44124

Type of Compensation for Services (e.g., future interest, equity stake, reoccurring payment, etc.)

One time payment

Signature of Responsible Party: 
[A Handwritten Signature]

Subscribed and sworn to before me this 26 day of June, 2017.

(SEAL)

ANTHONY CIESLAK, STATE OF OHIO
RECURRED IN CUYAHOGA COUNTY, OH
COMMISSION EXPIRES JUNE 2023

NOTARY PUBLIC

MMCP-C-1001A (v1.1), Ohio Cultivator Application – Filing/Identifiers Page 2 of 24
<table>
<thead>
<tr>
<th>Business Represented:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>grow ohio pharmaceuticals, llc</strong></td>
</tr>
<tr>
<td>First Name</td>
</tr>
<tr>
<td><strong>ME1</strong></td>
</tr>
<tr>
<td>Signature</td>
</tr>
<tr>
<td><strong>O</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application Assistance Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Company Providing Application Assistance (If individuals, please provide information below)</td>
</tr>
<tr>
<td><strong>GreenWave Advisors, LLC</strong></td>
</tr>
<tr>
<td>First Name</td>
</tr>
<tr>
<td><strong>Matthew</strong></td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td><strong>200 W 79th St Suite 16S New York, NY 10024</strong></td>
</tr>
<tr>
<td>Type of Compensation for Services (e.g., future interest, equity stake, reoccurring payment, etc.)</td>
</tr>
<tr>
<td><strong>One time consulting fee</strong></td>
</tr>
<tr>
<td>Signature of Responsible Party</td>
</tr>
<tr>
<td><strong>Matthew A. Karnes</strong></td>
</tr>
</tbody>
</table>

Subscribed and sworn to before me this **20** day of **June** **2017**.

(SEAL)

**DAVID JAMES GOODWIN**
Notary Public – State of New York
No. 01GO634368
Qualified In New York County
My Commission Expires 6/13/2020

**NOTARY PUBLIC**
Business Represented:

**grow ohio pharmaceuticals, llc**

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
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</thead>
<tbody>
<tr>
<td>Mel</td>
<td></td>
<td>Kurtz</td>
</tr>
</tbody>
</table>

Signature: 

**Signature**

**Application Assistance Information**

Name of Company Providing Application Assistance (If individuals, please provide information below)

Seeley, Sawidge, Ebet & Gourash Co., CPA

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas</td>
<td></td>
<td>Harren</td>
</tr>
</tbody>
</table>

Address:

26600 Detroit Road, Suite 300
Westlake OH 44145

Type of Compensation for Services (e.g., future interest, equity stake, reoccurring payment, etc.)

**Hourly fee for service**

Signature of Responsible Party

**Signature**

Subscribed and sworn to before me this 19 day of June, 2017.

(Seal)

Karen & Thomas

NOTARY PUBLIC

My Commission Expires

March 9, 2020
<table>
<thead>
<tr>
<th>Business Represented:</th>
<th>grow ohio pharmaceuticals, llc</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name</td>
<td>Mel</td>
</tr>
<tr>
<td>M.I.</td>
<td>K</td>
</tr>
<tr>
<td>Last Name</td>
<td>Kurtz</td>
</tr>
<tr>
<td>Signature</td>
<td>Kurtz</td>
</tr>
</tbody>
</table>

**Application Assistance Information**

Name of Company Providing Application Assistance (If individuals, please provide information below)

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gregory</td>
<td>J</td>
<td>O'Brien</td>
</tr>
<tr>
<td>Address</td>
<td>16570 Mohican Trail, Chagrin Falls, OH</td>
<td></td>
</tr>
<tr>
<td>Type of Compensation for Services (e.g., future interest, equity stake, reoccurring payment, etc.)</td>
<td>Future Interest</td>
<td></td>
</tr>
<tr>
<td>Signature of Responsible Party</td>
<td>Gregory O'Brien</td>
<td></td>
</tr>
</tbody>
</table>

Subscribed and sworn to before me this 15th day of June, 2017.

(SEAL)

NOTARY PUBLIC

DONNA BARONE
Notary Public, State of Ohio
My Commission Expires August 19, 2017
<table>
<thead>
<tr>
<th>Business Represented:</th>
<th>grow ohio pharmaceuticals, llc</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Name</strong></td>
<td>Mel</td>
</tr>
<tr>
<td><strong>M.I.</strong></td>
<td>K</td>
</tr>
<tr>
<td><strong>Last Name</strong></td>
<td>Kurtz</td>
</tr>
<tr>
<td><strong>Signature</strong></td>
<td>[Signature Image]</td>
</tr>
</tbody>
</table>

**Application Assistance Information**

Name of Company Providing Application Assistance (If individuals, please provide information below)

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yebo</td>
<td></td>
<td>L'</td>
</tr>
</tbody>
</table>

**Address**

1973 Autumn Run, Wooster, OH

Type of Compensation for Services (e.g., future interest, equity stake, reoccurring payment, etc.)

future interest

**Signature of Responsible Party**

[Signature Image]

Subscribed and sworn to before me this 17 day of June, 2017.

[Seal Image]

ANTHONY C. CLEAF
NOTARY PUBLIC

[Seal Image]

NOTARY PUBLIC
Ohio Department of Commerce

Medical Marijuana Control Program (MMCP)

<table>
<thead>
<tr>
<th>Business Represented:</th>
<th>grow ohio pharmaceuticals, llc</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name</td>
<td>Mel</td>
</tr>
<tr>
<td>M.I.</td>
<td>R</td>
</tr>
<tr>
<td>Last Name</td>
<td>Kurtz</td>
</tr>
<tr>
<td>Signature</td>
<td>Kurtz</td>
</tr>
</tbody>
</table>

**Application Assistance Information**

Name of Company Providing Application Assistance (If individuals, please provide information below)

**Medicine Man Technologies**

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corrie</td>
<td></td>
<td>Roberts</td>
</tr>
</tbody>
</table>

Address

4880 Havana St, Suite 201 Denver, CO 80239

Type of Compensation for Services (e.g., future interest, equity stake, reoccurring payment, etc.)

Service Agreement

Signature of Responsible Party

Subscribed and sworn to before me this 14 day of June, 2017.

(SEAL) ANTHONY CIESLAK, STATE OF OHIO

NOTARY PUBLIC
Cultivator Application – Filing Packet Section 1 Identifiable Information Checklist

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
<td>Application Cover Sheet</td>
<td>✓</td>
</tr>
<tr>
<td>1A</td>
<td>Business Entity and Contact Information Form</td>
<td>✓</td>
</tr>
<tr>
<td>1B</td>
<td>Liquid Assets Form</td>
<td>✓</td>
</tr>
<tr>
<td>1C</td>
<td>Financial Responsibility Form – Insurance</td>
<td>✓</td>
</tr>
<tr>
<td>1D</td>
<td>Financial Responsibility Form – Escrow / Surety</td>
<td>✓</td>
</tr>
<tr>
<td>1E</td>
<td>Property Owner Approval for Use Form</td>
<td>✓</td>
</tr>
<tr>
<td>1F</td>
<td>500 Foot Compliance Cover Page</td>
<td>✓</td>
</tr>
<tr>
<td>1G</td>
<td>Notice of Proper Zoning Form</td>
<td>✓</td>
</tr>
<tr>
<td>1H</td>
<td>Zoning Permit Cover Page</td>
<td>✓</td>
</tr>
<tr>
<td>1I</td>
<td>Owners and Officers Roster Form</td>
<td>✓</td>
</tr>
<tr>
<td>1J</td>
<td>Organizational Chart Cover Page</td>
<td>✓</td>
</tr>
<tr>
<td>1K</td>
<td>Individual Background Information Form (Include copy for each person listed on Attachment 1J)</td>
<td>✓</td>
</tr>
<tr>
<td>1L</td>
<td>Business in Other Jurisdictions Form</td>
<td>✓</td>
</tr>
<tr>
<td>1M</td>
<td>Copies of Licenses from Business in Other Jurisdictions Cover Page</td>
<td>✓</td>
</tr>
<tr>
<td>1N</td>
<td>Tax Payment Records Cover Page</td>
<td>✓</td>
</tr>
<tr>
<td>1O</td>
<td>Disadvantaged Group Applicant Form</td>
<td>✓</td>
</tr>
<tr>
<td>1P</td>
<td>Entity Identifier Legend Form</td>
<td>✓</td>
</tr>
<tr>
<td>1Q</td>
<td>Trade Secret and Infrastructure Record Notification Form</td>
<td>✓</td>
</tr>
</tbody>
</table>
Cultivator Application – Filing Packet - Section 1: Identifiers

Instructions are provided in a separate document titled Cultivator Application – Request for Applications/ Instructions Packet (MMCP-C-1000).

1A Business Entity and Contact Information Form

<table>
<thead>
<tr>
<th>Business Entity Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Legal Name of Applicant (3796:2-1-02(B)(2)(a)):</td>
</tr>
<tr>
<td>grow ohio pharmaceuticals, llc</td>
</tr>
<tr>
<td>2. Trade Name of Applicant:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>3. Type of Organization/ Applicant Business Type (3796:2-1-02(B)(2)(b)):</td>
</tr>
<tr>
<td>Individual/ Sole Proprietorship</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>4. Ohio Secretary of State Business Identification Number (3796:2-1-02(B)(2)(c)):</td>
</tr>
<tr>
<td>4033903</td>
</tr>
<tr>
<td>5. Business Address:</td>
</tr>
<tr>
<td>8600 East Pleasant Valley Road</td>
</tr>
<tr>
<td>6. City:</td>
</tr>
<tr>
<td>Cleveland</td>
</tr>
<tr>
<td>7. State:</td>
</tr>
<tr>
<td>Ohio</td>
</tr>
<tr>
<td>8. Zip Code:</td>
</tr>
<tr>
<td>44131</td>
</tr>
<tr>
<td>9. Proposed Facility Physical Address (if different than above) (3796:2-1-02(B)(2)(d)):</td>
</tr>
<tr>
<td>6400 Maysville Pike</td>
</tr>
<tr>
<td>10. City (if different than above):</td>
</tr>
<tr>
<td>Newton Township</td>
</tr>
<tr>
<td>11. State:</td>
</tr>
<tr>
<td>Ohio</td>
</tr>
<tr>
<td>12. Zip Code:</td>
</tr>
<tr>
<td>43701</td>
</tr>
<tr>
<td>13. Business Phone Number:</td>
</tr>
<tr>
<td>216-524-3333</td>
</tr>
<tr>
<td>14. Email Address:</td>
</tr>
<tr>
<td><a href="mailto:mrk@growohio.com">mrk@growohio.com</a></td>
</tr>
</tbody>
</table>

Primary Contact or Registered Agent Information

<table>
<thead>
<tr>
<th>15. First Name</th>
<th>16. M.I.</th>
<th>17. Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mel</td>
<td>R</td>
<td>Kurtz</td>
</tr>
<tr>
<td>18. Title (i.e., Owner, President, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Owner</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

MMCP-C-1001A (v1.1), Ohio Cultivator Application – Filing/Identifiers
21. State:  
22. Zip Code:  
23. Phone Number:  

24. Email Address (if different than Business Email):

<table>
<thead>
<tr>
<th>25. First Name</th>
<th>26. M.I.</th>
<th>27. Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve</td>
<td>M</td>
<td>Smith</td>
</tr>
</tbody>
</table>

28. Title (i.e., Owner, President, etc.):  
Chief Financial Officer  

29. Mailing Address (if different than Business Address):  
30. City:  

31. State:  
32. Zip Code:  
33. Phone Number:  
216-408-3344

34. Email Address (if different than Business Email):  
steve@growohio.com

Identifying Tax Information

35. FEIN/SSN

36. CAT Account #

37. Vendor’s License #

38. Employer Withholding Account #

39. Other Accounts at the Department of Taxation
Receipt
This is not a bill. Please do not remit payment.

EMILIE KURTZ
7616 RIVERVIEW ROAD
INDEPENDENCE, OH 44131

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, Jon Husted
4033903

It is hereby certified that the Secretary of Ohio has custody of the business records for
GROW OHIO PHARMACEUTICALS LLC
and, that said business records show the filing and recording of:

Document(s): DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG
Effective Date: 05/30/2017

Document No(s): 201715001262

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 30th day of May, A.D. 2017.

[Signature]
Ohio Secretary of State

United States of America
State of Ohio
Office of the Secretary of State
Articles of Organization for a Domestic
Limited Liability Company

Filing Fee: $99

CHECK ONLY ONE (1) BOX

(1) ☑ Articles of Organization for Domestic
For-Profit Limited Liability Company
(115-LCA)

(2) ☐ Articles of Organization for Domestic
Nonprofit Limited Liability Company
(115-LCA)

Name of Limited Liability Company: GROW OHIO PHARMACEUTICALS LLC

Effective Date: 5/30/2017

This limited liability company shall exist for

Purpose: AGRICULTURE

(The legal existence of the limited liability company begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)

Period of Existence

**Note for Nonprofit LLCs**
The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.
ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member(s), manager(s) or representative(s) of

GROW OHIO PHARMACEUTICALS LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

EMILIE KURTZ

Name of Agent

7816 RIVERVIEW ROAD

Mailing Address

INDEPENDENCE OH 44131

City State ZIP Code

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent

EMILIE KURTZ

Statutory Agent Name

for

GROW OHIO PHARMACEUTICALS LLC

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Statutory Agent Signature

EMILIE KURTZ

Individual Agent's Signature / Signature on Behalf of Business Serving as Agent

Form 533A Page 2 of 3 Last Revised: 8/12/2015
By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

**Required**

Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

EMILIE KURTZ
Signature

By (If applicable)

Print Name

Signature

By (If applicable)

Print Name

Signature

By (If applicable)

Print Name
I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show GROW OHIO PHARMACEUTICALS LLC, an Ohio For Profit Limited Liability Company, Registration Number 4033903, was organized within the State of Ohio on May 30, 2017, is currently in FULL FORCE AND EFFECT upon the records of this office.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 15th day of June, A.D. 2017.

Ohio Secretary of State

Validation Number: 201716601818
OPERATING AGREEMENT

OF

GROW OHIO PHARMACEUTICALS, LLC

THE COMPANY MEMBERSHIP INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

June 23, 2017
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OPERATING AGREEMENT

OF

GROW OHIO PHARMACEUTICALS, LLC
(an Ohio Limited Liability Company)

THIS OPERATING AGREEMENT of GROW OHIO PHARMACEUTICALS, LLC, an Ohio limited liability company (the “Company”), is entered into pursuant to the Ohio Limited Liability Company Act and is entered into and shall be effective as of the ___ day of June, 2017, by and among Melvin Kurtz, SAJ 15, LLC, and Jeffrey Sidwell, (collectively referred to as the “Members” and individually as a “Member”) and members of the Board of Managers, and those other persons who from time to time become parties to or are otherwise bound by this Agreement as provided herein.

RECITALS:

A. The Company was formed to carry on any lawful business purpose or activity which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets. The Company was formed pursuant to Articles of Organization filed in the Office of the Ohio Secretary of State on May 30, 2017 (the “Articles of Organization”), by Emilie Kurtz, as the Authorized Representative of the Company. Pursuant to this Agreement, the Authorized Representative hereby admits those Persons identified as Members on Exhibit A and executing this Agreement as the initial Members of the Company. The composition of the membership of the Company is a material consideration to each of the Member’s agreements herein. The Members have joined the Company and executed this Agreement in reliance upon the identity, character, personal trustworthiness, and business abilities of the other Members. Formation and operation of the Company is based on the individual qualities of the Members, and the covenants, duties, and responsibilities set forth herein are personal to the Members and not assignable except as provided herein.

B. Pursuant to this Agreement, the Interests of the Company are divided initially into Class A and Class B Units. Only those individuals holding Class A Units shall be Members of the Company and are the only individuals entitled to vote (unless otherwise required by law) on all issues pertaining to the Company, including, but not limited to, operations, appointment of the Company’s Board of Managers, amending the Agreement, all in accordance with the provisions set forth below. Class B Units shall be reserved for and issued to employees or officers of the Company pursuant to and subject to the conditions and restrictions of the Company’s Equity Plan and any Award Agreement issued thereunder to a specific employee or officer of the Company by the Board of Managers. Class B Units shall not be entitled to vote on any issue pertaining to the Company. Other differences in the rights and obligations of each Class of Units are as otherwise set forth in this Agreement.

C. Each of the Persons executing this Agreement as a Member believes it is in the mutual best interests of the parties to organize as a limited liability company under the laws of the State.
E. The parties hereto agree that the terms of this Agreement shall govern, regulate and manage the affairs of the Company except to the extent expressly prohibited or ineffective under the laws of the State or the Articles.

NOW, THEREFORE, incorporating the Recitals by reference herein, the parties hereto agree as follows:

**ARTICLE I**

**DEFINITIONS**

Unless otherwise specified in this Agreement, the following terms shall have the following meanings for purposes of this Agreement:

“**Act**” shall mean the Chapter 1705 of the Ohio Revised Code, as amended from time to time (or any corresponding provisions of succeeding law).

“**Additional Capital Contribution**” shall mean a Capital Contribution other than a Capital Contribution described in Section 9.1.

“**Additional Member**” shall mean a Person other than an Initial Member or a Substitute Member who has acquired a Membership Interest from the Company and been admitted to all of the rights of membership pursuant to this Agreement and as permitted under the Cannabis Act.

“**Adjusted Capital Account Deficit**” shall mean, with respect to any Member, the deficit balance, if any, in the Member’s Capital Account as of the end of the relevant Taxable Year, after giving effect to the following adjustments:

(a) credit to the Capital Account any amounts which the Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and


The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Sections 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“**Affiliate**” shall mean, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with that Person; for purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) shall mean the ownership or control of securities possessing more than fifty percent (50%) of the voting power of all outstanding voting securities of an entity or the power otherwise to direct or cause the direction of the management and policies of the entity, whether through the ownership of voting stock or similar rights.
(a) “Agreement” means this Operating Agreement as amended, modified, supplemented, or restated from time to time, and includes all Appendices and Exhibits attached hereto.

“Articles” shall mean the Articles of Organization of the Company as properly adopted, amended and restated from time to time and filed by the Secretary of State.

“Assignee” shall mean a transferee of a Membership Interest who has not been admitted as a Substitute Member or as an Additional Member; an Assignee who has not become a Substitute Member or an Additional Member in the manner provided in this Agreement shall have no rights in respect of the Company except the right to receive Distributions, Profits and Losses to which the transferor would have been entitled, and any other rights specifically accorded an Assignee by the terms of this Agreement.

“Board of Managers” shall have the meaning set forth in Section 7.1.

“BOP” shall mean the Ohio Board of Pharmacy.

“Business Day” shall mean any day other than Saturday, Sunday or any legal holiday observed in the State.

“Cannabis Act” shall mean the Medical Marijuana Control Program as set forth in the Ohio Revised Code § 3796.01 et seq., and the Ohio Administrative Code Chapter 3796 and the rules and regulations promulgated thereunder.

“Capital Account” shall mean, with respect to any Member, the Capital Account established and maintained for the Member in accordance with the following provisions:

(a) to each Member’s Capital Account there shall be credited the Member’s Capital Contributions, the Member’s distributive share of Profits and any items in the nature of income or gain which are specially allocated to the Member pursuant to the Treasury Regulations or this Agreement and the amount of any Company liabilities assumed by the Member or which are secured by any Property distributed to the Member;

(b) to each Member’s Capital Account there shall be debited the amount of cash and the fair market value of other Property distributed to the Member, the Member’s distributive share of Losses and any items in the nature of expenses or losses which are specially allocated to the Member pursuant to the Treasury Regulations or this Agreement and the amount of any liabilities of the Member assumed by the Company or which are secured by any Property contributed by the Member to the Company; and

(c) in the event all or a portion of any Member’s Membership Interests is Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Membership Interests.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b)(2)(iv),
and shall be interpreted and applied in a manner consistent with these Treasury Regulations. In the event the Board of Managers shall determine that it is prudent to modify the manner in which Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed Property or which are assumed by the Company or the Members), are computed in order to comply with these Treasury Regulations, the Board of Managers may make the modification, provided that the modification is not likely to have a material effect on the amounts distributable to any Member pursuant to Article XV upon the dissolution of the Company. The Board of Managers also shall (i) make any adjustments that are necessary or appropriate to maintain equality among the Capital Accounts of the Members and the amount of Company capital reflected on the Company’s balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b), provided that the modification is not likely to have a material effect on the amounts or timing of Distributions to any Member.

“Capital Contribution” shall mean, with respect to any Member, the amount of money and the initial Gross Asset Value of any Property (other than money) contributed to the Company (net of any liabilities to which the Property is subject and liabilities assumed by the Company in connection with the contribution) by the Member (or a predecessor-in-interest) in respect of the Membership Interests owned by the Member.

“Class A Member” means a Member in the capacity of owning a Class A Unit as identified in Exhibit A and shall be the only Members of the Company entitled to vote on all matters involving the Company as provided herein.

“Class A Unit” means a Unit identified on Exhibit A as a Class A Unit and having the rights, privileges, and restrictions set forth herein.

“Class B Member” means an employee or officer of the Company owning a Class B Unit as identified in Exhibit A and subject to the express conditions and restrictions of the Company’s Equity Plan and any written Award Agreement entered into by the employee or officer and the Board of Managers. A Class B Member shall have no vote on any matter involving the Company unless otherwise required by law.

“Class B Unit” means a profits interest reserved for and issued to employees or officers of the Company pursuant and subject to the express conditions and restrictions of the Company’s Equity Plan and any written Award Agreement entered into by the employee or officer and the Board of Managers. Class B Units shall not be eligible to vote on any matter involving the Company unless otherwise required by law.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

“Company” shall mean Grow Ohio Pharmaceuticals, LLC, a limited liability company formed under the laws of the State, and any successor Organization.
“Company Minimum Gain” shall mean partnership minimum gain as defined in Treasury Regulations Sections 1.704-2(d) and 1.704-2(b)(2) and shall be applied herein to each Member so as to treat the Member as a partner for federal income tax purposes.

“Company Property” shall mean any Property owned by the Company.

“Confidential Information” shall have the meaning set forth in Section 6.10(a).

“Cultivator” shall have the same meaning as used and defined in Chapter 3796 of the Ohio Administrative Code. As used herein, Cultivator includes any applicant for a license to operate as a Cultivator, and any entity that holds a Cultivator provisional license issued by the ODC. In addition, Cultivator includes a Level I and Level II Cultivator as defined in Chapter 3796 of the Ohio Administrative Code.

“Depreciation” shall mean, for each Taxable Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for the year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of a year or other period, Depreciation shall be an amount which bears the same ratio to the beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for the year or other period bears to the beginning adjusted tax basis; provided, however, that if the adjusted tax basis for federal income tax purposes of an asset at the beginning of the applicable year or period is zero, Depreciation shall be determined with reference to the beginning Gross Asset Value using any reasonable method selected by the Board of Managers.

“Dispensary” shall have the same meaning as used and defined in Chapter 3796 of the Ohio Administrative Code. As used herein, Dispensary includes any applicant for a license to operate as a Dispensary, and any entity that holds a Dispensary provisional license issued by the Ohio Board of Pharmacy.

“Dissociation” (with correlative meanings for other forms of the word) shall mean any activity that causes a Person to cease to be a Member as described in Article XIII.

“Distributable Proceeds” shall mean the positive amount, if any, of (a) all cash and other Property received by the Company (excluding Property intended to be retained by the Company) less (b) the sum of (i) all expenses paid by the Company (but exclusive of any non-cash expenses, such as depreciation), (ii) amortization or other repayment of principal of indebtedness, (iii) capital expenditures and (iv) any reserves (whether for working capital, capital expenditures or satisfaction of liabilities) established by the Board of Managers in the sole discretion of the Board of Managers and increased by (c) the sum of (i) the amount of any such reserves that the Board of Managers shall determine (in the sole discretion of the Board of Managers) is no longer properly maintained as a reserve and (ii) any other Company Property determined by the Board of Managers to be available for Distribution to the Members.

“Distribution” shall mean a Transfer of Property to a Member on account of a Membership Interest as described in Article X and Article XV.
“Distribution Threshold” means with respect to a particular issuance of Class B Units, the aggregate amount of distributions that must be made to the holders of all other Class B Units, including, if applicable, any other Class B Units with a lower Distribution Threshold, before the Class B Member holding such Class B Units is entitled to receive any distributions with respect to such Class B Units. The Distribution Threshold for any particular Class B Units shall be set forth in the Award Agreement or other written document as the Board of Managers may prescribe for such purpose, including without limitation, any exhibit or schedule or other amendment attached hereto. The Distribution Threshold for any particular Class B Units may be increased from time to time by the Board of Managers in their reasonable good faith discretion to reflect Capital Contributions to the Company after the date of issuance of such Class B Units.

“Equity Plan” means any option or other equity incentive plan to provide equity compensation to employees or officers and of the Company. The Company may have more than one outstanding Equity Plan at any time.

“Foreign-Related Law” shall have the meaning set forth in Section 11.4.

“Financial Interest” shall have the same meaning as used and defined in Chapter 3796 of the Ohio Administrative Code.

“Gross Asset Value” shall mean, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of the asset, as determined by the contributing Member and the Company;

(b) the Gross Asset Value of all the Company’s assets shall be adjusted to equal their respective gross fair market values, as determined by the Board of Managers, as of the following times: (i) the acquisition of an interest in the Company (other than the initial Membership Interests issued pursuant to Section 9.1) by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the Distribution by the Company to a Member of more than a de minimis amount of Property as consideration for an interest in the Company; (iii) the issuance of an interest (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company; and (iv) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (i), (ii) and (iii) above shall be made only if the Board of Managers reasonably shall determine that the adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) the Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value, taking Code Section 7701(g) into account, of the asset on the date of Distribution; and

(d) the Gross Asset Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of the assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that the adjustments are
taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and Section 10.6(g); provided, however, that Gross Asset Values shall not be adjusted pursuant to this paragraph (d) to the extent the Board of Managers shall determine that an adjustment pursuant to paragraph (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (b) or (d) immediately above, then the Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to the asset for purposes of computing Profits and Losses.

“Impasse” means the Class A Members’ inability to agree on a matter requiring the consent of all the Class A Members concerning the Company’s affairs; provided, however, that before an “Impasse” may give rise to any action pursuant to Section 12.6 of this Agreement, any Class A Member shall give notice to all other Class A Members of the Class A Member’s intention to invoke the provisions of Section 12.6 (“Impasse Notice”), and if the matter is not resolved and agreed upon within ten (10) business days after the date of the Impasse Notice, then any Class A Member may declare an “Impasse” and invoke Section 12.6 to resolve the Impasse.

“Initial Members” shall mean the Class A Unit Members listed on Exhibit A and admitted as Class A Members in accordance with Section 9.1, who have been admitted to all of the rights of membership pursuant to this Agreement as of the date of this Agreement and who have executed this Agreement.

“License” shall mean any registration, license, permit, authorization, consent, approval, certificate of operation, finding of suitability or qualification issued or made by the ODC and/or BOP and required in order for the Company or any Affiliate to be a registered and approved Medical Marijuana Entity under the Cannabis Act.

“Loss of License” shall have the meaning set forth in Section 16.1.

“Loss of License Buyout Price” shall have the meaning set forth in Section 16.2(c).

“Manager” shall mean any Person elected or appointed to serve on the Board of Managers.

“Manager Dissociation” shall have the meaning set forth in Section 7.3(a).

“Medical Marijuana Entity” shall have the same meaning as used and defined in Chapter 3796 of the Ohio Administrative Code. As used herein, Medical Marijuana Entity includes any applicant for a license to operate as a Medical Marijuana Entity, and any entity that holds a Medical Marijuana Entity provisional license issued by the applicable state regulatory body.

“Members” means a Person who is named in this Agreement as a Member owning a Class A Membership Interest, and any Person who later owns a Class A Membership Interest pursuant to the provisions of this Agreement.
“Member Consent” shall mean (a) with respect to any vote by a Class A Member on any action or proposal at a meeting of Class A Members who are the only Class A Members entitled to vote at which a quorum of Class A Members are present in accordance with Section 6.2, the affirmative vote of Class A Members representing more than fifty percent (50%) of the Percentage Interests of the Class A Members casting a vote with respect to the action or proposal (excluding any Class A Members not present, abstaining Class A Members or other Class B non-voting Members) or (b) with respect to any other case, the affirmative vote of the Class A Members representing more than fifty percent (50%) of the Percentage Interests of the Class A Members entitled to vote on the matter.

“Member Minimum Gain” shall mean an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability determined as “partner nonrecourse debt minimum gain”, in accordance with Treasury Regulations Section 1.704-2(i)(3).

“Member Nonrecourse Debt” shall mean partner nonrecourse debt as defined in accordance with Treasury Regulations Section 1.704-2(b)(4).

“Member Nonrecourse Deductions” shall mean partner nonrecourse deductions as defined in Treasury Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

“Membership Interest” or “Interest” shall mean a Member’s Capital Account, share of Profits, Losses and cash distributions, other economic rights, and voting and other rights in the Company in the capacity of a Member.

“Nonrecourse Deductions” shall mean “nonrecourse deductions” as defined in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

“Nonrecourse Liability” shall mean “nonrecourse liability” as defined in Treasury Regulations Section 1.704-2(b)(3).

“Non-Selling Member” shall have the meaning set forth in Section 12.5(a).

“Notice” shall mean a written notification.

“ODC” shall mean the Ohio Department of Commerce.

“OFAC” shall have the meaning set forth in Section 6.7(f).

“Offer Notice” shall have the meaning set forth in Section 12.5(a).

“Offered Interests” shall have the meaning set forth in Section 12.5(a).

“Option” shall have the meaning set forth in Section 12.5(b).

“Organization” shall mean a Person other than a natural person, including, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, trusts and unincorporated associations.
“Percentage Interest” shall mean, with respect to each Member, a fraction, expressed as a percentage, the numerator of which is the number of Membership Interests owned by the Member, and the denominator of which is the total number of outstanding Membership Interests.

“Person” shall mean any natural person or Organization permitted to be a member of a limited liability company under the laws of the State.

“Principal Office” shall mean the principal office as described in Section 2.6.

“Proceeding” shall mean any judicial or administrative trial, hearing or other activity, civil, criminal or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other Person subject to the jurisdiction of the court, arbitrator, or governmental agency.

“Processor” shall have the same meaning as used and defined in Chapter 3796 of the Ohio Administrative Code. As used herein, Processor includes any applicant for a license to operate as a Processor, and any entity that holds a Processor provisional license issued by the ODC.

“Profits” and “Losses” shall mean, for each Taxable Year or other period, an amount equal to the Company’s taxable income or loss for the year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to taxable income or loss;

(b) any expenditure of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from taxable income or loss;

(c) in the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) or (c) of the definition of Gross Asset Value, the amount of the adjustment shall be taken into account as gain or loss from the disposition of the asset for purposes of computing Profits or Losses;

(d) gain or loss resulting from any disposition of Company Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Property disposed of, notwithstanding that the adjusted tax basis of the Property differs from its Gross Asset Value;

(e) Depreciation for the Taxable Year or other period shall be computed in accordance with the definition of Depreciation provided in this Agreement in lieu of the...
depreciation, amortization, and other cost recovery deductions taken into account in computing taxable income or loss;

(f) to the extent an adjustment to the adjusted tax basis of any Company asset, pursuant to Code Section 734(b) or Code Section 743(b), is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a Distribution other than in liquidation of a Member’s Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for the purposes of computing Profits or Losses; and

(g) notwithstanding any other provisions of this definition of Profits and Losses, any items which are specially allocated pursuant to Section 10.6 or Section 10.7 shall not be taken into account in computing Profits or Losses; provided, however, the amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Section 10.6 or Section 10.7 shall be determined by applying rules analogous to those set forth in paragraphs (a) through (f) of this definition.

“Property” shall mean any property, real or personal, tangible or intangible, including money and any legal or equitable interest in property, but excluding services and promises to perform services in the future.

“Regulatory Allocations” shall have the meaning set forth in Section 10.7.

“Requested Amount” shall have the meaning set forth in Section 9.2.

“Responsible Person” shall have the meaning set forth in Section 16.1(c).

“Restricted Business” shall have the meaning set forth in Section 6.10(b).

“Secretary of State” shall mean the Secretary of State of Ohio.

“Selling Member” shall have the meaning set forth in Section 12.5(a).

“State” shall mean the State of Ohio.

“Substitute Member” shall mean an Assignee who has been admitted to all of the rights of membership pursuant to this Agreement.

“Taxable Year” shall mean the taxable year of the Company as determined pursuant to Code Section 706; the Taxable Year of the Company begins January 1 and ends December 31 (or portion thereof, if applicable).

“Taxing Jurisdiction” shall mean any federal, state, local, or foreign government or body authorized to impose or collect tax, interest or penalties, however designated, on any Member’s share of the income or gain attributable to the Company.
“Testing Laboratory” shall have the same meaning as used and defined in Chapter 3796 of the Ohio Administrative Code. As used herein, Testing Laboratory includes any applicant for a license to operate as a Testing Laboratory, and any entity that holds a Testing Laboratory provisional license issued by the ODC.

“Transfer” shall mean, when used as a noun, any direct sale, hypothecation, pledge, assignment, attachment or other transfer, whether voluntary or by operation of law, and, when used as a verb, shall mean, to directly sell, hypothecate, pledge, assign or otherwise transfer, whether voluntary or by operation of law.

“Treasury Regulations” shall mean except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of the Department of the Treasury under the Code as these regulations may be lawfully changed from time to time.

ARTICLE II

FORMATION

2.1 Organization. The Articles have been filed by the Secretary of State, organizing the Company as a limited liability company pursuant to the Act.

2.2 Agreement. For and in consideration of the mutual covenants contained in this Agreement, the parties hereto hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms. Except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Treasury Regulations or is expressly prohibited or ineffective under the Act or other law or rule, the terms of this Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make this Agreement effective under the Act; provided, however, that in the event the Act is subsequently amended or interpreted in a way to make the provision of this Agreement that was formerly invalid valid, the Agreement shall no longer be treated as amended and the provision shall be considered to be valid and in effect from the effective date of the interpretation or amendment.

2.3 Name. The name of the Company is “Grow Ohio Pharmaceuticals, LLC” and all business of the Company shall be conducted under that name or under any other name adopted as an assumed name, but in any case, only to the extent permitted by applicable law.

2.4 Term. The term of this Agreement shall be perpetual, provided that the Company may be dissolved and its affairs wound up in accordance with the Act and the Articles except as may otherwise be provided in this Agreement.

2.5 Registered Agent and Office. The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles as filed by the Secretary of State. The Board of Managers, may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent...
ceases to act for any reason or the registered office shall change, the Board of Managers promptly shall designate a replacement registered agent or file a notice of change of address as the case may be. If the Board of Managers shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

2.6 Principal Office. The Principal Office of the Company shall be located at 6400 Maysville Pike, Newton Township, Ohio, 43701 or at such other location as the Board of Managers shall determine.

2.7 Foreign Qualification. The Company may qualify to do business in any state or states which recognize limited liability companies.

ARTICLE III

ACCOUNTING AND RECORDS

3.1 Records to be Maintained. The Company shall keep and maintain at the Principal Office and the licensed premises, as required under the Cannabis Act, the following records:

(a) a list of the full name and last known address of each Member setting forth the amount of cash each Member has contributed, a description and statement of the agreed value of the other Property or services each Member has contributed or has agreed to contribute in the future (which information also is reflected on Exhibit A attached hereto and by this reference made a part hereof as if set forth fully herein), and the date on which each became a Member;

(b) a copy of this Agreement and the Articles together with executed copies of any powers of attorney pursuant to which any amendments to this Agreement have been executed or any amendments to the Articles have been executed and filed with the Secretary of State’s office;

(c) copies of the Company’s federal, foreign, state and local income tax returns and reports, if any, for at least the five (5) most recently completed years;

(d) any financial statements of the Company for at least the five (5) most recently completed years; and

(e) any other records required to be maintained for any period required pursuant to administrative regulations promulgated under the Cannabis Act applicable to Medical Marijuana Entities, including, but not limited to, Section 3796:2-2-08 of the Ohio Administrative Code.

3.2 Information and Accounting to Members. Subject to Section 3.3, records required to be kept under Section 3.1 may be inspected and copied by a Member or the Member’s legal representative, provided that the Member gives the Company at least seven (7) days’ Notice of (a) the Member’s intention to inspect or copy the records and (b) the purpose for the inspection or copying of the records that is reasonably related to the Member’s interest as a Member. A
Member shall be entitled to inspect records pursuant to this Section 3.2 at the Principal Office (or such other location as the Board of Managers reasonably shall designate) during ordinary business hours, and the Member shall be entitled to copy these records upon payment to the Company of the cost of labor and materials associated with generating the copies, as determined in the discretion of the Board of Managers.

3.3 Confidential Information. Notwithstanding the provisions of Section 3.2, the Board of Managers shall have the right to keep confidential from the Members, for such period of time as the Board of Managers shall deem reasonable, any information which the Board of Managers reasonably shall believe to be in the nature of trade secrets or other information the disclosure of which the Board of Managers in good faith shall believe is not in the best interest of the Company or could damage the Company or its business or which the Company is required by law or by agreement with a third party to keep confidential.

ARTICLE IV

BUSINESS TRANSACTIONS

4.1 Nature of Business. The Company shall engage in the following business activities:

(a) to own, develop, get licensed, operate and manage a registered Medical Marijuana Entity as defined in the Cannabis Act; and

(b) to engage in any other lawful act or activity and to exercise any other powers permitted to limited liability companies under the laws of the State that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above-listed purpose.

4.2 Business Transactions. Except as provided in the Articles or otherwise in this Agreement, a Member may lend money to, and transact any other business with, the Company and, subject to other applicable law, has the same rights and obligations with respect thereto as a Person who is not a Member.

ARTICLE V

AMENDMENTS TO ARTICLES OF ORGANIZATION AND AGREEMENT

5.1 Permissible Amendments. The Articles and this Agreement may be amended at any time to add a new provision or to change or remove an existing provision in accordance with the terms of the remainder of this Article V.

5.2 Amendment of Articles.

(a) Pursuant to the Act, the Board of Managers, upon at least a two-thirds (2/3) vote, may adopt one or more amendments to the Articles without Member action to do any of the following:
(i) to remove the name and address of any Manager named in the Articles who is no longer a Manager;

(ii) to remove the name and address of the initial and any subsequent registered agent or the address of the initial or any subsequent registered office, if a statement of change is on file with the Secretary of State;

(iii) to change the Company name by substituting the words “limited liability company” for the abbreviation “LLC” or vice versa, by adding or removing commas or periods, or by adding a geographical attribution to the name; and

(iv) to restate the Articles as currently amended; the restated Articles would supersede the original Articles and all amendments thereto.

In addition, the Board of Managers may file articles of amendment to the Articles or restate the Articles to correct any information set forth in the Articles that is or becomes erroneous.

(b) Subject to Section 5.2(c), the Board of Managers and the Class A Members may adopt any other amendment to the Articles authorized in the Act only by obtaining Member Consent and approval by a vote of two thirds (2/3) of the Board of Managers.

(c) The Articles may be amended only with the consent of a Class A Member if the amendment (i) would have a material adverse effect on the Class A Member’s liability to the Company or (ii) would alter the rights of the Class A Member to receive Distributions other than in accordance with the provisions of this Agreement.

5.3 Amendment of Agreement.

(a) Except as provided in Section 5.3(b) and Section 5.3(c), this Agreement may be amended or modified from time to time only by obtaining Member Consent and approval of two-thirds (2/3) of the Board of Managers.

(b) The Board of Managers, upon at least a two-thirds (2/3) vote, shall have the power to amend this Agreement without the consent of the Class A Members as may be required to facilitate or implement any of the following purposes:

(i) to add to the obligations of the Board of Managers or surrender any right or power granted to the Board of Managers or any Affiliate of any Manager for the benefit of the Class A Members;

(ii) to correct any errors or omissions, to cure any ambiguity, or to cure any provision that may be inconsistent with any other provision of this Agreement;
(iii) to reflect the issuance of additional Membership Interests or the admission, substitution, termination, or withdrawal of Class A Members in accordance with this Agreement, including to amend the terms of Exhibit A; or

(iv) to satisfy any requirements, conditions, or guidelines contained in any order, directive, opinion, ruling or regulation of a federal, state or local agency or contained in federal, state or local law.

(c) Notwithstanding the foregoing, this Agreement shall not be amended, and no action may be taken by the Board of Managers, without the consent of each Class A Member adversely affected if the amendment or action would:

(i) modify the limited liability of a Class A Member;

(ii) alter the rights of any Member to receive Distributions specified in this Agreement; provided, however, that an alteration of Distributions shall be permitted (A) to the extent resulting from the issuance of additional Membership Interests in accordance with this Agreement or (B) if the alteration is applicable to all Members owning a class or series of Membership Interests (pro rata in accordance with relative Membership Interests of the class or series) if the amendment is approved by Members representing a majority of the Percentage Interests of the Members owning Membership Interests of the class or series;

(iii) reduce the required vote or consent of the Class A Members with respect to any matter in this Agreement; provided, however, that this Agreement may be amended to change the required vote or consent of Class A Members with respect to a matter in this Agreement if the amendment is approved by Class A Members constituting the required vote or consent theretofore required; or

(iv) amend Section 5.2 or this Section 5.3(c).

ARTICLE VI

RIGHTS AND DUTIES OF MEMBERS

6.1 Voting Rights. Except as otherwise expressly provided in this Agreement, each Class A Member shall be entitled to vote on any matter submitted to a vote of the Members. In the case of a Class A Membership Interest transferred to an Assignee who has not been approved as a Substitute Member, neither the Assignee nor the Class A Member transferring the Class A Membership Interest to the Assignee shall be entitled to vote the Class A Membership Interest, and for purposes of determining the required vote on any matter hereunder, the Class A Membership Interest shall be treated as not outstanding. In addition, in the case of a Class A Member who withdraws or Dissociates as a Class A Member, the former Class A Member shall not be entitled to vote any Class A Membership Interests owned by the former Class A Member, and for purposes of determining the required vote on any matter hereunder, the Class A Membership Interests owned by the former Class A Member shall be treated as not outstanding.
6.2 **Quorum; Voting Rights.** The Class A Members representing a majority of the Percentage Interests of the Class A Members entitled to vote, present in person or represented by proxy, shall constitute a quorum at any meeting of Class A Members; provided, however, that if Class A Members representing less than a majority of the Percentage Interests of Class A Members entitled to vote are represented at the meeting, Class A Members representing a majority of the Percentage Interests so represented may adjourn the meeting at any time and shall, prior to adjournment, announce the date and time on which the meeting will be reconvened. If a quorum is present, Member Consent is required to approve any action or proposals before the Class A Members, unless the vote of a greater number is required by the Act, the Articles or this Agreement. At any reconvened meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of Class A Members from any meeting shall not cause failure of a duly constituted quorum at that meeting. For avoidance of doubt, at a meeting of Class A Members at which a quorum is present, only Class A Members casting a vote (including by proxy) with respect to an action or proposal (treating abstentions as not voting) shall be considered Class A Members entitled to vote on the matter in determining whether the action or proposal is approved by Member Consent (or other approval requirement).

6.3 **Informal Action by Class A Members.** Any action required by the Act to be taken at a meeting of the Class A Members, or any other action which may be taken at a meeting of the Class A Members, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by the Class A Members entitled to vote having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all Class A Members entitled to vote were present and voting so long as any notice required under the Act is given to those Class A Members not so consenting or not entitled to vote but who are entitled under the Act to notice of the action taken. The Company may deliver a Notice containing a ballot setting forth a proposed action, including an action to amend to this Agreement in accordance with Section 5.3, to each Class A Member entitled to vote on the proposed action, and each ballot not returned to the Company within fifteen (15) days of delivery of the Notice (or such other date specified in the Notice as the last date permitted to return ballots) shall be treated as a vote in favor of the proposed action by the Class A Member who received the ballot. Ballot votes by Class A Members in favor of a proposed action (including any deemed favorable votes with respect to unreturned ballots) shall be treated as the signature of these Class A Members on a consent in writing for purposes of determining whether the action proposed in the applicable Notice has been consented to in writing by Class A Members having the minimum required number of votes to take the action.

6.4 **Meetings.** Meetings of the Class A Members may be called by the Board of Managers or by Class A Members representing not less than a majority of the Percentage Interests of the Members.

6.5 **Notice of Meetings.** Notice stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered in writing not less than five (5) and not more than sixty (60) days before the date of any meeting of Class A Members (unless Notice is waived by all of the Class A Members).
6.6 **No Liability of Class A Members.** No Class A Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Class A Members or any Manager for liabilities of the Company.

6.7 **Representations and Warranties.** Each Class A Member, and in the case of an Organization, the Person(s) executing this Agreement on behalf of the Organization, hereby represents and warrants to the Company and each other Class A Member that:

(a) if that Class A Member is an Organization, it is duly organized, validly existing, and in good standing under the laws of its state of organization and that it has full organizational power to execute and agree to the Agreement and to perform its obligations hereunder;

(b) the Class A Member is acquiring or has acquired Membership Interests in the Company for the Class A Member’s own account as an investment and without an intent to distribute the Class A Membership Interests;

(c) the Class A Member acknowledges that the Membership Interests have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by the Class A Member without appropriate registration or the availability of an exemption from these requirements;

(d) this Agreement is the Class A Member’s legal, valid and binding obligation, enforceable against the Class A Member in accordance with its terms;

(e) the execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any of the terms of, or constitute a default under, any agreement or document to which the Class A Member is a party or by which the Class A Member is bound, or to the Class A Member’s best knowledge, any order, rule or regulation of any court or other governmental agency or official; and

(f) neither the Class A Member nor any Persons having a direct or indirect beneficial interest in the Class A Member (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control in the United States Department of the Treasury (“OFAC”) or the Annex to United States Executive Order 13224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, or (ii) is a prohibited party under the laws of the United States. To the knowledge of the Class A Member, the monies used to fund the Class A Member’s investment in the Company are not invested for the benefit of, or related in any way to, the government of, or Persons within, any country under a U.S. embargo enforced by OFAC. The monies used to fund the Class A Member’s investment in the Company are not derived from or related to any illegal activities (other than activities that may be illegal under federal law but are expressly permitted by the laws of the State in which such monies are derived), including without limitation, money
laundering activities, and the proceeds from the Class A Member’s investment in the Company shall not be used to finance any illegal activities.

6.8 Conflict of Interest. Except as set forth in this Section 6.8 and 6.10, nothing in this Agreement shall be deemed to restrict in any way the rights of any Class A Member, or any Affiliate of any Class A Member, to conduct any other business or activity whatsoever, and the Class A Member shall not be accountable to the Company or to any Class A Member with respect to that business or activity, including those that compete with the Company; provided, however, that:

(a) No Class A Member shall have a financial interest in, or be the owner, partner, officer, director, shareholder, member, or other person who may significantly influence or control the activities of any other Cultivator;

(b) No Class A Member shall have a financial interest in, or be the owner, partner, officer, director, shareholder, member, or other person who may significantly influence or control the activities of a Processor not wholly owned by the Company throughout the State;

(c) No Class A Member shall have a financial interest in, or be the owner, partner, officer, director, shareholder, member, or other person who may significantly influence or control the activities of any other Dispensary if the Class A Member’s activities would be contrary to a rule promulgated by the Ohio Board of Pharmacy restricting ownership or association with multiple Dispensaries;

(d) No Class A Member shall be an owner or prospective owner, officer or prospective officer, board member or prospective board member, administrator or prospective administrator, employee or prospective employee, agent, or other person who may significantly influence or control the activities of the cultivator does not have an ownership or investment interest, or compensation agreement with, or share any corporate officers or employees with a Testing Laboratory; and

(e) No Class A Member shall be a physician holding a certificate to recommend medical marijuana or a physician who has applied for certification to recommend medical marijuana under Section 4731.30 of the Ohio Revised Code.

Each Class A Member understands and acknowledges that the conduct of the Company’s business may involve business dealings and undertakings with other Class A Members. In any such event, those dealings and undertakings shall be at arm’s length terms and on commercially reasonable terms.

6.9 Treatment of Owners of Membership Interests. The term “Member” in this Agreement also shall be treated as a reference to an owner of a Membership Interest who is not admitted as Class A Member (including an Assignee not admitted as a Class A Member or a Class A Member who withdraws or Dissociates as a Class A Member) to the extent that the context requires, as determined by the Board of Managers in the sole discretion of the Board of Managers. Such an owner of a Membership Interest shall have the obligations of a Class A Member under this Agreement but generally shall not have the rights of a Class A Member under
this Agreement (such as the right to vote or the right to have access to records and documented information of the Company) other than the right to receive allocations and Distributions pursuant to Article X and Article XV.

6.10 Restrictive Covenants.

(a) Confidentiality. Each Class A Member recognizes and acknowledges that the Class A Member has and may in the future receive certain confidential and proprietary information and trade secrets of the Company, including confidential information of the Company regarding identifiable, specific and discrete business opportunities being pursued by the Company (as limited by the last sentence of this Section 6.10(a), the “Confidential Information”). Each Class A Member (whether during the Class A Member’s term as a Class A Member or any time thereafter) agrees that the Class A Member shall not, and shall cause each of the Class A Member’s Affiliates and family members not to, whether directly or indirectly through an Affiliate or otherwise, use any Confidential Information to the detriment of the Company or disclose Confidential Information to any Person for any reason or purpose whatsoever, except (i) disclosure to or use by authorized directors, officers, managers, representatives, agents and employees of the Company and as otherwise may be proper in the course of performing the Person’s obligations, or disclosure or use in connection with enforcing the Person’s rights under this Agreement or (ii) disclosure or use as is required by order of a court of competent jurisdiction, administrative body or other governmental entity, or by subpoena, summons or legal process, or by law, rule or regulation; provided, however, that to the extent permitted by law, the Person required to make the disclosure or use of Confidential Information shall provide to the Manager prompt notice of the disclosure or use. For purposes of this Section 6.10(a), “Confidential Information” shall not include any information which (w) the disclosing or using Person learns from a source other than the Company who is not known by the Person to be prohibited by a confidentiality obligation with the Company from disclosing the information to the Person, (x) is publicly available, (y) is independently developed by or for the Person or (z) is disclosed in a prospectus or other documents for dissemination to the public.

(b) Non-Compete. Each Class A Member hereby covenants and agrees that, for so long as such Person is a Class A Member and until the second anniversary following the dissociation of such Person as a Class A Member, neither the Class A Member nor any of the Class A Member’s Affiliates shall (except as expressly permitted by the Company in writing) directly or indirectly, whether individually or through an agent, employee or otherwise, or in association with any Person, own, share in the earnings of, invest in the stock, membership interests, bonds or other securities of, manage, operate, finance (whether as a lender, investor or otherwise), control, participate in the ownership, management, operation or control of, be employed by, associated with or in any manner be connected with, lend money to, render services or advice to, be engaged or employed by or take part in, or consult or advise, any other Person that is engaged in the business of the Company (each, a “Restricted Business”) in licensed Medical Marijuana Entities as licensed by the applicable regulatory body in the State. Each Member acknowledges that the covenants set forth in this Section 6.10(b) are reasonable in scope and essential to the preservation of the business of the Company.
(c) Non-Solicit. Each Class A Member hereby covenants and agrees that, for so long as such Person is a Class A Member and until the second anniversary following the dissociation of such Person as a Class A Member, the Class A Member shall not, and shall cause the Member’s Affiliates and family members not to, hire or solicit to perform services (as an officer, employee, consultant or otherwise) or take any actions which are intended to persuade any termination or modification of any terms of association with the Company by any Person who is employed by Company; provided, however, that general solicitations of employment published in a journal, newspaper or other publication of general circulation or listed on any internet job site and not specifically directed towards employees of the Company shall not be deemed to constitute solicitation for purposes of this Section 6.10(c).

(d) Remedies. If a Class A Member (or dissociated Class A Member) breaches the provisions of this Section 6.10 (whether by the Class A Member’s own action, the action of the Class A Member’s Affiliates, family members or otherwise), the Company shall be entitled to the following remedies: (i) damages from the Class A Member incurred by the Company as a direct and proximate result of the breach and (ii) in addition to the remedies provided by law or any other rights, remedies or damages to which the Company may be entitled, the Company may obtain injunctive or other equitable relief, without the requirement of posting bond, to restrain any breach or threatened breach or to enforce specifically the provisions of this Section 6.10. Each Class A Member further agrees that the existence of any claim or cause of action on the part of the Class A Member, whether arising from this Agreement or otherwise, shall not constitute a defense to specific enforcement of this Section 6.10. Each Class A Member acknowledges and agrees that money damages alone would be inadequate to compensate the Company and would be an inadequate remedy for a breach of this Section 6.10 by the Class A Member. The rights and remedies set forth in this Section 6.10(d) are cumulative and not alternative.

(e) Enforceability/Reformation. If any court of competent jurisdiction determines that any of the provisions of this Section 6.10 are invalid or unenforceable, the other provisions and the remainder of any of the provisions not so impaired shall not be affected and shall be given full effect. The parties intend that the provisions of this Section 6.10 be enforced to the fullest extent permitted by applicable law. If any court of competent jurisdiction determines that any of the provisions of this Section 6.10 are unenforceable, the parties intend, and the parties hereby request, that the court reform the provision to the narrower geographic scope, scope of activity or duration, or in such other manner, as the court may determine is necessary to make the provision enforceable.

ARTICLE VII

RIGHTS AND DUTIES OF BOARD OF MANAGERS

7.1 Management. The business and affairs of the Company shall be managed by the Managers elected or appointed to the Board of Managers in accordance with this Article VII which collectively shall constitute a “manager” under the Act (the “Board of Managers”) (and by the officers of the Company pursuant to authority granted by the Board of Managers).
for situations in which the approval of the Class A Members is expressly required by this Agreement or by non-waivable provisions of the Act, the Board of Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company’s business. Except as otherwise expressly provided in this Agreement, the Board of Managers shall function like a board of directors of a corporation organized in the State, and any action of the Company that would require board of directors approval if the Company were a Delaware corporation shall require the approval of the Board of Managers. Whenever any matter is required to be approved by the Board of Managers at a time in which there is more than one Manager, the matter shall be considered approved or consented to upon the receipt of the affirmative approval of a majority of the Managers then serving on the Board of Managers. A meeting of the Board of Managers may be held in person or by teleconference upon Notice given by any Manager at least forty-eight (48) hours prior to the meeting. Any Manager may waive notice of any meeting. Should there be a tie vote among the Managers as to the operation of the Company or any proposed action of the Company, including an action proposed by a Class A Member or a Manager, then any Manager may submit the proposed action to a vote by the Class A Members and the impasse shall be resolved by Member Consent.

7.2 Board of Managers. The Board of Managers shall consist of three (3) Managers, who shall be initially Melvin Kurtz, James Schoff, and Jeffrey Sidwell.

7.3 Term of Office.

(a) Each Manager shall serve until any of the following events of “Manager Dissociation”:

(i) removal of the Manager pursuant to Section 7.4;

(ii) resignation of the Manager pursuant to Section 7.10; or

(iii) a Loss of License as a result of the Manager continuing to serve on the Board of Managers.

(b) Upon a Manager Dissociation, the Class A Members shall elect a successor Manager to the Dissociated Manager by Member Consent. If there are no remaining Managers and the Class A Members cannot agree on the election of a successor Manager, the Company shall dissolve and its affairs wound up.

7.4 Removal of a Manager. The Class A Members may remove a Manager by the affirmative vote of Class A Members holding at least sixty-six percent (66%) of the Percentage Interests. The removal of a Manager who is also a Class A Member shall not affect the rights of the Manager as a Class A Member and shall not constitute a withdrawal or Dissociation of that Class A Member.

7.5 Manager Shall Have No Exclusive Duty to Company. A Manager shall not be required to dedicate the full time and attention of the Manager to the Company’s business and may have other business interests and engage in activities in addition to those relating to the
Company, including activities that compete with the Company, except as otherwise expressly provided in this Agreement. A Manager shall have only the duties as expressly provided for under the Act.

7.6 **Power to Bind the Company.** Only the Board of Managers (and the officers of the Company pursuant to authority granted by the Manager) shall have the authority to bind the Company. Unless authorized to do so by this Agreement or by the Board of Managers, no attorney-in-fact, employee, or other agent of the Company (other than officers duly authorized by the Board of Managers) shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Board of Managers to act as an agent of the Company in accordance with the previous sentence.

7.7 **Fees and Compensation.** The Company shall reimburse (or if not yet expended, advance on behalf of) any Manager for all reasonable expenses incurred in managing the Company, including costs associated with all non-executive personnel, costs of establishing and maintaining its status as a limited liability company, all accounting and tax return costs and all overhead and associated costs of operations. The Board of Managers shall determine the compensation, if any, that the Company will pay any Manager, officers and employees of the Company.

7.8 **Standard of Care.** A Manager’s duty of care in the discharge of the Manager’s duties to the Company and the other Members is limited to refraining from engaging in fraud or a knowing violation of law (other than activities that may be illegal under federal law but are expressly permitted by the Cannabis Act) which results or shall have resulted in material loss or injury to the Property or operations of the Company. A Manager shall be fully protected in discharging the Manager’s duties in relying in good faith upon the records required to be maintained under Article III and upon the information, opinions, reports or statements by any other Manager, or agents, or by any other Person, as to matters a Manager reasonably believes are within the other Person’s professional or expert competence and who has been selected with reasonable care by, or on behalf of, the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which Distributions to Members might properly be paid. Each of the Members hereby holds harmless (to the extent of the Member’s share of the assets of the Company, but not with respect to any of the assets of the Member independent of the Company) and waives any claim against each Manager for any and all losses, damages, liability claims, causes of action, omissions, demands and expenses or any other act or failure to act arising from or out of the Manager’s duties as Manager provided the action or failure to act complies with the standard of conduct set forth in the first sentence of this.

7.9 **Transactions with a Manager.** Any business dealings or undertakings between the Company and a Manager, officer or their Affiliates shall be at arm’s length terms and on commercially reasonable terms, and no Manager or officer shall use the Manager’s or officer’s office to obtain favorable treatment for or on behalf of the Manager, officer, Affiliates or others which would not otherwise be received in an arm’s length transaction. All such transactions shall be only after full disclosure to the Board of Managers and in accordance with the Act and the Cannabis Act.
7.10 Resignation. Any Manager may resign at any time by giving Notice to the Members and the other Managers (if any). The resignation of any Manager shall take effect upon receipt of Notice thereof or at such later date specified in the Notice; and, unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective. A Manager that dies or becomes permanently disabled, if an individual, or dissolves, if an entity, shall be deemed to have resigned and given Notice at the time of the death, permanent disability or dissolution of the Manager pursuant to this Section 7.10. The resignation of a Manager who is also a Member shall not affect the rights of the Manager as a Member and shall not constitute a withdrawal or Dissociation of that Member.

7.11 Officers. The Company may have officers. Any officers shall be elected or appointed, from time to time, by the Board of Managers. Each officer shall hold office until his or her successor shall have been duly elected and qualified, or until his or her death or inability to serve, or until he or she shall resign or shall have been removed from office in the manner provided in this Agreement. Any officer elected or appointed by the Board of Managers may be removed by the Board of Managers in the sole discretion of the Board of Managers with or without cause, but the removal shall be without prejudice to express contract rights, if any, held by the person so removed. The authority, duties and responsibilities of each officer shall be the authority, duties and responsibilities normally associated with the office or as otherwise established, from time to time, by the Board of Managers.

7.12 Certain Powers of the Board of Managers. Without limiting the general powers of the Board of Managers set forth in Section 7.1, the Board of Managers shall have power and authority, on behalf of the Company without requiring approval from any Class A Members:

(a) to acquire property from any Person as the Board of Managers may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member;

(b) to borrow money for the Company (including from any Manager, Members, or Affiliates of the Manager or Members) on such terms as the Board of Managers shall deem appropriate;

(c) to hypothecate, encumber and grant security interests in the assets of the Company;

(d) to purchase liability and other insurance to protect the Company’s property and business;

(e) to hold and own Company Property in the name of the Company;

(f) to invest Company funds;

(g) to sell or otherwise Transfer of all or substantially all of the assets of the Company as part of a single transaction or plan;

(h) to cause the Company to merge with or into another entity on such terms as the Board of Managers shall deem appropriate and in the interests of the Class A
Members, and to execute, deliver and file any agreements, certificates or other documents in connection therewith;

(i) to execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or Transfer of Company Property, assignments, bills of sale, leases, and any other documents or instruments necessary to the business of the Company;

(j) to employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(k) to enter into employment or other compensation agreements with all persons or entities providing services to, or for the benefit of, the Company on such terms and conditions as the Board of Managers shall deem necessary and proper, including any Manager and the Affiliates of a Manager;

(l) to enter into any and all other agreements on behalf of the Company, in such forms as the Board of Managers may approve;

(m) to make a donation to any public welfare organization or any organization formed for religious, charitable, scientific, literary or educational purposes;

(n) to institute, prosecute or defend any Proceeding in the Company’s name;

(o) to do and perform all other acts as may be necessary or appropriate to the conduct of the Company’s business; and

to exercise any other power or authority granted to the Board of Managers under this Agreement.

7.13 Power of the Board of Managers to Establish Equity Plans. The Board of Managers may establish one or more Equity Plans. It shall be the sole discretion of the Board of Managers to determine the number of Class B Units, whether existing or newly created, and the number of Class B Units reserved for which awards are granted under any Equity Plan without any further action by the Class A Members. The Equity Plan shall be administered by the Board of Managers. The Board of Managers shall have full and final authority to operate, manage and administer the Equity Plan on behalf of the Company. This authority includes, but is not limited to:

(a) to determine the Persons receiving awards under the Equity Plan;

(b) to determine the rules for operation of the Equity Plan;

(c) to determine the number of Units subject to or represented by an award under the Equity Plan, and the terms and provisions of a particular award granted under
the Equity Plan, including, but not limited to, exercise price, vesting schedule, all of which need not be identical to awards granted to other recipients;

(d) to amend or cancel awards under the Equity Plan;

(e) to accelerate the vesting or exercisability of awards under the Equity Plan;

(f) to adopt, amend, and rescind rules and regulations as the Managers may deem advisable in the administration of the Equity Plan;

(g) to make changes to outstanding awards, including, but not limited to, the power to reduce the exercise price, to accelerate the vesting schedule, or to extend the expiration date of an award under the Equity Plan; and

(h) to construe and interpret the Equity Plan.

Unless the Board of Managers specifically provides otherwise, any award under an Equity Plan is intended to be treated as a profits interest under Rev. Proc. 93-27, 1993-2 C.B. 343 (as clarified by Rev. Proc. 2001-43, 2001-2 C.B. 191), and, accordingly, as of the date of issuance of any such award, the Board Managers shall prescribe a Distribution Threshold applicable to the Units issued under such award. Notwithstanding anything herein to the contrary, treatment of Percentage Interests granted hereunder and the rights and privileges associated therewith may be changed hereafter by the Company upon the determination of the Board of Managers as necessary in order to comply with the provisions of the Code and the Treasury Regulations.

ARTICLE VIII

INDEMNIFICATION

8.1 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify any Person who was or is a party, or is threatened to be made a party to any threatened pending or complete action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that the Person is or was a Manager, Member, officer, manager, employee or agent of the Company or the Board of Managers, who is or was serving at the request of the Company or the Board of Managers as a director, an officer, a manager, employee or agent of another Organization or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Person in connection with the action, suit or proceeding, if the Person had no reasonable cause to believe that the Person’s conduct violated the Person’s duties to the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe the Person’s conduct was unlawful (other than activities that may be unlawful under federal law but are expressly permitted by the Cannabis Act). The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea
of nolo contendere or its equivalent shall not, of itself, create a presumption that the Person had reasonable cause to believe that the Person’s conduct was not in compliance with the Person’s duties to the Company or, with respect to any criminal action or proceeding, that the Person had reasonable cause to believe that the Person’s conduct was unlawful. The Company shall additionally indemnify any Person acting as a guarantor (if authorized, or reasonably believing the Person is or was authorized, to do so by the Company) of or for the Company.

(b) To the fullest extent permitted by the Act, the Company may indemnify any Person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit, by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Person is or was a Manager, Member, officer, manager, employee or agent of the Company or the Board of Managers, or is or was serving at the request of the Company or the Board of Managers as a director, officer, manager, employee or agent of another Organization or other enterprise, against expenses (including attorneys’ fees) actually and reasonably incurred by the Person in connection with the defense or settlement of the action or suit, if the Person had reasonable cause to believe that the Person’s conduct was in compliance with the Person’s duties to the Company.

(c) To the extent that a Manager, Member, director, officer, manager, employee or agent of the Company or the Board of Managers has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in subsection (a) or (b), or in defense of any claim, issue or matter therein, the Person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by the Person in connection therewith.

(d) Any indemnification under subsection (a) or (b) (unless ordered by a court) shall be made by the Company only as authorized in the specific case, upon a determination that indemnification of a Manager, Member, director, officer, manager, employee or agent is proper in the circumstances because the Person has met the applicable standard of conduct set forth in subsection (a) or (b). The determination shall be made by the Board of Managers.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of the action, suit or proceeding, as authorized by the Board of Managers in the specific case, upon receipt of an undertaking by or on behalf of the Manager, Member, director, officer, manager, employee or agent to repay that amount if the Person was not entitled to indemnification under subsection (a) or (b).

(f) The indemnification provided by this Section 8.1 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles or this Agreement, or any other agreement, vote of Members, both as to action in the Person’s official capacity and as to action in another capacity while holding office, and shall continue as to a Person who has ceased to be a Manager,
director, officer, manager, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of the Person.

(g) The Company may purchase and maintain insurance on behalf of any Person who is or was a Manager, Member, officer, employee or agent of the Company, or who is or was serving at the request of the Company as a director, officer, manager, employee or agent of another Organization or other enterprise, against any liability asserted against the Person and incurred by the Person in any capacity, or arising out of the Person’s status as such, whether or not the Company would have the power to indemnify the Person against the liability under the provisions of this Section 8.1.

(h) For purposes of this Section 8.1, references to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a Person with respect to an employee benefit plan; and references to “serving at the request of the Company” shall include any service as a manager, director, officer, employee or agent of the Company or the Board of Managers that imposes duties on, or involves services, by a manager, director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries. A Person who acted in good faith and in a manner the Person reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Company” as referred to in this Article VIII.

8.2 Expansion of Indemnification. Notwithstanding any provision in this Article VIII to the contrary, in the event the Act is either amended to provide, or interpreted by judicial or other binding legal decisions to provide, broader indemnification rights than those contained in this Agreement, the broader indemnification rights shall be provided to any Persons entitled to be indemnified pursuant to the Act, the intent of this provision being to permit the Company to indemnify, to the full extent permitted by the Act, Persons whom it may indemnify thereunder subject to the standards set forth in this Article VIII.

ARTICLE IX

CONTRIBUTIONS AND CAPITAL ACCOUNTS

9.1 Initial Contributions. Each Initial Class A Member has made or will make the Capital Contribution described for that Member on Exhibit A as of the date of this Agreement. The value of the Capital Contributions shall be as set forth on Exhibit A. The Company shall issue Membership Interests to each Class A Member in exchange for the Member’s Capital Contribution as set forth on Exhibit A as of the date of this Agreement. No interest shall accrue on any Capital Contribution, and no Class A Member shall have the right to withdraw or be repaid on any Capital Contribution except as provided in this Agreement.

9.2 Additional Capital Contributions; Preemptive Rights. Except as provided in Section 9.3, no Class A Member shall be required to make an Additional Capital Contribution. If the Board of Managers shall determine that the Company needs additional funds and the
amount so needed, the Board of Managers shall send a Notice to the Class A Members, which Notice shall contain:

(a) the total amount of Additional Capital Contributions being sought from each Class A Member (which amount shall be based on their Percentage Interests); and

(b) any additional material terms related thereto.

Each of the existing Class A Members shall then have the opportunity for a period of fifteen (15) days following the issuance of the Notice to contribute the Class A Member’s requested amount (the “Requested Amount”). If a Class A Member fails to contribute the Class A Member’s entire Requested Amount, the Board of Managers shall permit the Class A Members that contributed their entire Requested Amounts to contribute, on a pro rata basis, the uncontributed portions of Class A Members’ Requested Amounts (with this procedure repeated to the extent one or more Class A Members fail to contribute their pro rata portion of the uncontributed portions of Class A Members’ Requested Amounts), to the extent that in response to the Notice, a Class A Member indicated a willingness to contribute more than the Class A Member’s pro rata share of the uncontributed portions of Class A Members’ Requested Amounts. If any Class A Member fails to contribute the Class A Member’s entire Requested Amount or if not all owners of Membership Interests are Class A Members (and therefore not entitled to contribute any amount pursuant to this Section 9.2), the Board of Managers shall cause the Company to issue additional Membership Interests to the contributing Class A Members based on the fair market value of the Company, as determined by the Board of Managers. In addition, if the Class A Members have not contributed the aggregate Requested Amounts, the Board of Managers may cause the Company to issue Membership Interests under the same terms to Additional Class A Members up to an aggregate amount equal to the uncontributed Requested Amounts. The Board of Managers shall have the authority to amend this Agreement (including Exhibit A), as necessary, to reflect the terms of any additional Membership Interests issued pursuant to this Section 9.2.

9.3 Construction Capital. The Class A Members shall make additional Capital Contributions in cash to the Company for Construction Capital (“Capital Construction”) in an amount set forth in a business plan and construction budget substantially similar to Schedule 9.3 proposed by the Board of Managers and approved by the Class A Members in their respective reasonable discretion. All Construction Capital shall be funded by the Class A Members in accordance with their respective Percentage Interests. All Construction Capital shall be funded upon the demand of the Board of Managers in accordance with Section 9.3(a) and Section 9.3(b) from time to time.

(a) Notice to Class A Members. Upon the Company being awarded a provisional Level 1 Cultivator License, the Board of Managers shall have the right and power to demand from the Class A Members Construction Capital that is within the approved Construction Capital business plan and construction budget by sending to each Class A Member a written notice setting forth the total amount of the Construction Capital requested to be made by such Class A Member, and a schedule specifying when the Class A Member will need to fund such Construction Capital, which schedule shall be approved by all of the Class A Members. The funding schedule shall set forth the date by
which the first portion of such Construction Capital shall be made, which shall not be less than ten (10) Business Days after the date of the written notice was delivered to the Class A Members and which must be called prior to December 31, 2018. Thereafter, the Board of Managers shall provide written notice of Construction Capital calls in accordance with the funding schedule (each, including the notice calling the first portion of the Construction Capital, a “Notice of Capital Call for Construction Capital”).

(b) Payment of Capital Contributions for Construction Capital. Upon receipt of the Notice of Capital Call for Construction Capital and subject to the terms and conditions of Section 9.3(a), each Class A Member shall have the obligation to fund the Construction Capital requested in such Notice of Capital Call for Construction Capital no later than the due date for such payment specified in such notice (“Construction Capital Required Contribution Date”).

(c) Failure to Fund. If a Class A Member does not timely fund his share of Construction Capital, then any other Class A Member may, at his/its election, provide the non-funding Class A Member’s share of Construction Capital in the form of a loan (each an “Additional Capital Loan”). If more than one Class A Member desires to provide an Additional Capital Loan, than the Additional Capital Loan shall be equally divided amongst the Class A Members desiring to provide the Additional Capital Loan. Any Class A Member providing an Additional Capital Loan shall exercise his/its right to provide an Additional Capital Loan by providing written notice of its intent to do so to the Board of Managers and the other Class A Members within ten (10) days after the Construction Capital Required Contribution Date and such Additional Capital Loan shall be made no later than thirty (30) days after the Construction Capital Required Contribution Date. All sums funded as an Additional Capital Loan will bear interest at the rate of eighteen percent (18%) per annum or the highest per annum interest rate permitted under the laws of the State of Ohio (the “Interest Rate”). Each Additional Capital Loan and accrued interest thereon may be paid in full or in part at any time. Additional Capital and all sums funded as an Additional Capital Loan and accrued interest thereon will be paid as the first priority for distributions under Article 10. For clarity and subject to the terms and conditions of this Section 9.3(c), under no circumstances will any Class A Member ever be required to extend an Additional Capital Loan.

9.4 Profits Interest. In the sole discretion of the Board of Managers, the Board of Managers may cause the Company to issue Class B Membership Interests as “profits interests,” as that term is defined in Revenue Procedure 93-27, which Class B Membership Interests shall have a value equal to zero on the date of issuance pursuant to the election to value Class B Membership Interests using liquidation value, as described in Section 11.5. These Class B Membership Interests shall be subject to any vesting, forfeiture or other terms (including rights to Distributions and allocations consistent with treatment as a “profits interest”) as established on issuance, which terms may be set forth in a separate agreement issuing the Class B Membership Interests and entered into by and between the Company and the Class B Member being issued the Class B Membership Interests. The Board of Managers shall have the authority to amend this Agreement (including Exhibit A), as necessary, to reflect the terms of any additional Class B Membership Interests issued pursuant to this Section 9.4”).
9.5 Maintenance of Capital Accounts; No Deficit Restoration Obligation; General Rules. The Company shall establish and maintain Capital Accounts in accordance with Code Section 704(b) and the Treasury Regulations thereunder for each Member at Company expense. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not be construed as creating a deficit restoration obligation (as described in Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(3)) or otherwise personally obligating any Member to make a Capital Contribution in excess of the initial Capital Contribution made to purchase the Member’s Membership Interests pursuant to this Article IX. Subject to the limitations and conditions set forth in the Act, the Company shall indemnify and hold harmless any Member in the event a Member becomes liable, notwithstanding the prior sentence, for any debt, liability or other obligation of the Company except to the extent expressly provided in this Agreement (or pursuant to any other agreement entered into by the Member that expressly provides otherwise).

ARTICLE X

ALLOCATIONS AND DISTRIBUTIONS

10.1 General Rules.

(a) Except as otherwise required pursuant to this Article X, the Board of Managers shall determine, in the sole discretion of the Board of Managers, whether to cause the Company to distribute Distributable Proceeds to the Members, subject to any restriction in the Articles and pursuant to Section 10.2.

(b) The Board of Managers may base a determination that a Distribution of Distributable Proceeds may be made in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the Board of Managers or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

(c) The Board of Managers may establish a record date for ownership of Membership Interests with respect to any Distributions under this Agreement. To the extent appropriate, allocations of Profit or Loss may be adjusted to take into account the relative rights of the Members resulting from the use of a record date with respect to a Distribution.

10.2 Distribution of Distributable Proceeds. Subject to Section 10.3 and Section 15.3 and in accordance with Section 10.1, the Company shall make any Distribution of Distributable Proceeds among the Members in accordance with their respective Percentage Interests.

10.3 Tax Distributions. Any provision of this Agreement to the contrary notwithstanding, the Company shall distribute cash (to the extent not prohibited pursuant to an agreement entered into by the Company or otherwise prohibited by law) to the Members sufficient for each Member to pay federal and state income taxes attributable to income and gain allocated to the Member pursuant to this Article X (other than income taxes resulting from allocations of Profits offsetting prior allocations of Losses, including Section 10.4(a)), assuming the Member is subject to the highest marginal federal and state income tax rates (including the
federal income tax on net investment income) applicable to individuals resident in the State of Ohio and giving effect to the character of the income and the deductibility of state income taxes for federal income tax purposes. All amounts distributed to a Member pursuant to this Section 10.3 shall be treated as amounts distributed to the Member pursuant to Section 10.2, and all amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment, allocation or Distribution to a Member from the Company shall be treated as amounts distributed to the Member pursuant to Section 10.2 or this Section 10.3, as applicable; provided, however, that no Distribution shall be made to a Member if the Distribution would cause the Member to have an Adjusted Capital Account Deficit. Amounts distributed (or treated as distributed) to a Member pursuant to this Section 10.3 shall reduce amounts otherwise distributable to the Member under Section 10.2 and, to the extent in excess thereof, shall be applied against future Distributions to the Member.

10.4 Allocation of Profits. After giving effect to the special allocations set forth in Section 10.6 and Section 10.7, all Profits shall be allocated to the Members as follows:

(a) first, to the extent Losses have been allocated pursuant to Section 10.5 for prior Taxable Years and not previously offset pursuant to this Section 10.4(a), to offset any Losses previously allocated pursuant to Section 10.5(b) and then to offset any Losses previously allocated pursuant to Section 10.5(a) (in each case, pro rata among the Members in proportion to their respective shares of Losses being offset); and

(b) thereafter, to the Members in accordance with their respective Percentage Interests.

10.5 Allocation of Losses. After giving effect to the special allocations set forth in Section 10.6, Section 10.7, and any equity Plans established, as set forth in Section 7.13, all Losses shall be allocated to the Members as follows:

(a) first, among those Members having positive Capital Account balances, in the amounts of and in proportion to the positive Capital Account balances; and

(b) thereafter, to the Members bearing the ultimate risk of loss with respect to the Losses in proportion to the ultimate risk so borne (which if no Member actually bears any risk of loss with respect to the Losses shall be deemed to be in accordance with their respective Percentage Interests).

10.6 Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(f), notwithstanding any other provision of this Article X, if there is a net decrease in Company Minimum Gain during any Taxable Year, each Member shall be specially allocated items of Company income and gain for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to the Member’s share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each
Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 10.6(a) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article X, except Section 10.6(a), if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Taxable Year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to the Member’s share of the net decrease in Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 10.6(b) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5), or Section 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to that Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible; provided, however, that an allocation pursuant to this Section 10.6(c) shall be made if and only to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article X have been tentatively made as if this Section 10.6(c) were not in this Agreement. This Section 10.6(c) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Taxable Year that is in excess of the sum of (i) the amount the Member is obligated to restore pursuant to any provision of this Agreement and (ii) the amount the Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of the excess as quickly as possible, provided that an allocation pursuant to this Section 10.6(d) shall be made only if and to the extent that the Member would have a deficit Capital Account in excess of this sum after all other allocations provided for in this Article X have been made as if Section 10.6(c) and this Section 10.6(d) were not in this Agreement.
(e) Nonrecourse Deductions. Nonrecourse Deductions for any Taxable Year or other period shall be specially allocated to the Members in proportion to their respective Percentage Interests.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Taxable Year or other period shall be allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which the Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Sections 1.704-2(i)(1).

(g) Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset, pursuant to Code Section 734(b) or Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a Distribution to a Member in complete liquidation of such Member’s interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such Distribution was made in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(h) Loss Limitation. Losses allocated pursuant to Section 10.5 shall not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Taxable Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 10.5, the limitation set forth in this Section 10.6(h) shall be applied on a Member-by-Member basis and Losses not allocable to any Member as a result of this limitation shall be allocated to the other Members in accordance with the other provisions of this Article X and Section 15.4 so as to allocate the maximum permissible Losses to each Member under Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

(i) Allocations Relating to Taxable Issuance of Membership Interests. Any items of income, gain, loss, or deduction realized as a direct or indirect result of the issuance of Membership Interests by the Company to a Member shall be allocated among the Members so that, to the extent possible, the net amount of these items of income, gain, loss, or deduction, together with all other allocations under this Agreement to each Member shall be equal to the net amount that would have been allocated to each Member if these items of income, gain, loss, or deduction had not been realized.

10.7 Curative Allocations. The allocations set forth in Sections 10.6(a), 10.6(b), 10.6(c), 10.6(d), 10.6(e), 10.6(f), 10.6(g), and 10.6(h) (the “Regulatory Allocations”) are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 10.7. Therefore, notwithstanding any other provision of
this Article X (other than the Regulatory Allocations), the Company shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner the Board of Managers shall determine appropriate, in the sole discretion of the Board of Managers, so that, after the offsetting allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account balance the Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 10.4, 10.5 and 10.6(i).

10.8 Tax Allocations; Code Section 704(c).

(a) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any Property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the Property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with paragraph (a) of the definition of Gross Asset Value).

(b) In the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) of the definition of Gross Asset Value and the Company adjusts Capital Accounts to reflect the revaluation, subsequent allocations of depreciation, depletion, amortization, and gain or loss with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder. This Section 10.8(b) is intended to comply with the requirements of Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and shall be interpreted consistently therewith.

(c) Any elections or other decisions relating to the allocations pursuant to this Section 10.8 shall be made by the Board of Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 10.8 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Profits, Losses, other items, or Distributions pursuant to any provision of this Agreement.

10.9 Other Allocation and Distribution Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any other items shall be apportioned among the Members as determined by the Board of Managers using any permissible method under Code Section 706 and the Treasury Regulations thereunder.

(b) All allocations to the Members pursuant to this Article X shall, except as otherwise provided in this Agreement, be apportioned among them in accordance with their respective Percentage Interests.

(c) Except as otherwise provided in this Agreement, all items of income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided
among the Members in the same proportions as they share Profits or Losses, as the case
may be, for the Taxable Year. Allocations of tax credits, tax credit recapture, and any
items related thereto shall be allocated to the Members according to their interests in such
items as determined by the Board of Managers taking into account the principles of
Treasury Regulations Section 1.704-1(b)(4)(ii).

(d) Excess nonrecourse liabilities of the Company (as defined in Treasury
Regulations Section 1.752-3) shall be allocated among the Members in accordance with
their respective Percentage Interests.

(e) The Members are aware of the income tax allocations made by this
Article X and hereby agree to be bound by the provisions of this Article X in reporting
their shares of income and loss for income tax purposes.

(f) To the extent permitted by Treasury Regulations Section 1.704-2(h)(3),
the Board of Managers shall endeavor to treat Distributions of Distributable Proceeds as
having been made from the proceeds of a Nonrecourse Liability or a Member
Nonrecourse Debt only to the extent that such Distributions would not cause or increase
an Adjusted Capital Account Deficit for any Member.

(g) For any period in which a state in which the Company is subject to tax
imposes an entity-level income tax upon the income of the Company, and if the Company
is entitled to a credit or deduction in computing the entity-level tax for income allocable
to one or more (but fewer than all) Members who are separately subject to the entity-level
tax, the Members’ respective allocable shares of the Company’s Profit or Loss shall be
computed first without taking the Company’s entity-level tax liability into account, and
the Company’s federal income tax deduction for the entity-level tax liability then shall be
allocated specially to the Members who are not separately subject to the entity-level tax
and for whom no credit or deduction is available to the Company (pro rata in accordance
with their relative Percentage Interests). If the Company makes such a special
allocation to certain Members, the Company shall distribute to each other Member (who
is not entitled to the special allocation pursuant to this Section 10.9(g)) an amount equal
to the additional amount of entity-level tax that the Company would be liable to pay if the
Company were not entitled to a credit or deduction in computing the entity-level tax for
income allocable to the Member.
10.10 Forfeiture Allocations. The Company shall make any allocations of items of gross income and gain or items of gross deduction and loss as required and/or appropriate pursuant to Treasury Regulations Section 1.704-1(b)(4)(xii)(c) (as of the effective date of such Treasury Regulations Section when issued as a final Treasury Regulations Section) in order to satisfy the requirements of the liquidation valuation safe harbor made by the Company pursuant to Section 11.5.

ARTICLE XI

TAXES

11.1 Elections. The Board of Managers may make any tax elections for the Company allowed under the Code or the tax laws of any state or other Taxing Jurisdiction.

11.2 Taxes of Taxing Jurisdictions. To the extent that the laws of any Taxing Jurisdiction require, each Member requested to do so by the Board of Managers will submit an agreement requiring the Member to make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member’s income, and interest, and penalties assessed on the income. If the Member fails to provide the agreement, the Company may withhold and pay over to the Taxing Jurisdiction the amount with respect to the income. Any payments with respect to the income of a Member shall be treated as a Distribution for purposes of Article X. The Board of Managers may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on the income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of the tax, interest and penalties so paid.

11.3 Tax Matters Partner. Mel Kurtz is hereby appointed the tax matters partner pursuant to Code Section 6231(a)(7) who shall take all action as may be necessary to cause each other Member to become a notice partner within the meaning of Code Section 6223. If the tax matters partner is an entity, the Board of Managers shall select an individual to be the tax matters partner representative who may act on behalf of the tax matters partner with respect to the Internal Revenue Service. The tax matters partner shall inform each Member of all significant matters that may come to its attention in its capacity as tax matters partner by giving Notice thereof within ten (10) days after becoming aware thereof and, within such time, shall forward to each other Member copies of all significant written communications the tax matters partner may receive in this capacity. This Section 11.3 is not intended to authorize the tax matters partner to take any action left to the determination of an individual Member under Code Sections 6222 through 6231.

11.4 Returns and Other Elections. The Board of Managers shall take reasonable steps to cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Any Member who at any time shall be a nonresident alien or a foreign partnership, corporation, or other entity such that the Member shall be considered a “foreign person” as that term is used in the Code, shall perform all actions and file all documents
with the Company, the Members, and any appropriate governmental agency which shall be necessary or advisable to comply with the Foreign Investment in Real Property Tax Act or any similar law requiring disclosure or withholding by or with respect to a foreign person now or in the future enacted by any federal, state or other Taxing Jurisdiction (a “Foreign-Related Law”). Notwithstanding anything contained in this Agreement to the contrary, each Member who shall be a foreign person hereby authorizes the Board of Managers to cause the Company to comply with all the terms and conditions of a Foreign-Related Law, including compliance with filing, reporting and tax withholding requirements.

11.5 Election to Value Membership Interests Using Liquidation Value.

(a) The Company hereby is authorized and directed to elect the liquidation valuation safe harbor under Treasury Regulations Section 1.83-3(l) (as of the effective date of such Treasury Regulations Section when issued as a final Treasury Regulations Section) and the revenue procedure issued consistent with the guidance of Notice 2005-43, 2005-24 I.R.B. 1221 (as of the effective date of such revenue procedure when issued). The Company and each of its Members (including any Person to whom a Membership Interest is Transferred in connection with the performance of services) hereby agrees to comply with all requirements of the safe harbor with respect to all Membership Interests Transferred in connection with the performance of services while the election remains effective.

(b) The Company shall prepare a document executed by the Member responsible for federal income tax reporting by the Company, stating that the Company is electing, on behalf of the Company and each of its Members, to have the liquidation valuation safe harbor set forth in Treasury Regulations Section 1.83-3(l) and the revenue procedure issued consistent with the guidance of Notice 2005-43, 2005-24 I.R.B. 1221 apply irrevocably as of the effective date of such final Treasury Regulations Section and revenue procedure with respect to all Membership Interests transferred in connection with the performance of services while the safe harbor election remains in effect. The Member responsible for federal income tax reporting by the Company shall attach the document making the safe harbor election to the tax return for the Company for the Taxable Year that includes the effective date of the election. The Company shall retain such records as may be necessary to indicate that an effective election has been made and remains in effect, including a copy of the Company’s election statement under Treasury Regulations Section 1.83-3(l) and the revenue procedure issued consistent with the guidance of Notice 2005-43, 2005-24 I.R.B. 1221. The safe harbor election also may be terminated by the Company preparing a document, executed by the Member responsible for federal income tax reporting by the Company, which states that the Company, on behalf of the Company and each of its Members, is revoking the safe harbor election on the stated effective date, and attaching the document to the tax return for the Company for the Taxable Year that includes the effective date of the revocation.
ARTICLE XII

DISPOSITION OF MEMBERSHIP INTERESTS

12.1 General. No Member shall have the right to Transfer all or any portion of or any interest or rights in the Member’s Membership Interests to any Person except in accordance with this Article XII. Except with respect to a Loss of License in accordance with Article XVI or Section 12.5 (but in every case, subject to Section 12.7), a Member may Transfer all or any portion of or any interest or right in the Member’s Membership Interests only with the approval of the Board of Managers. If a Transfer of a Membership Interest is expressly permitted by another provision of this Agreement, the Board of Managers may condition the Transfer on: (a) the execution of a joinder agreement by the transferee of the Membership Interest to become bound by the terms of this Agreement and (b) a determination that the Transfer (i) will be made in compliance with applicable securities laws; (ii) will not cause the Company’s tax termination within the meaning of Code Section 708(b)(1)(B) where such a termination would adversely affect the Company or any Member; (iii) will not cause the Company to be treated as a publicly traded partnership taxable as a corporation pursuant to Code Section 7704 or Treasury Regulations Section 1.7704-1; (iv) will not adversely affect the Company’s License. A transferee of a Membership Interest Transferred by operation of law (including upon the death of a Member) shall be treated as an Assignee (and not a Member), except as otherwise provided pursuant to Article XIV.

12.2 Transfers not in Compliance with this Article Void. Any attempted Transfer of a Membership Interest, or any part thereof, not in compliance with this Article XII is null and void ab initio. In the event that any Member at any time attempts to make a Transfer of a Membership Interest in violation of the provisions of this Agreement, in addition to all other rights and remedies which the Company may have at law, in equity or under the provisions of this Agreement, the Company shall be entitled to a decree or order restraining such attempted Transfer and the offending Member shall not plead in defense thereto that the Company has an adequate remedy at law, the Members hereby recognizing and agreeing that the injury and damage resulting from such a breach would be impossible to measure monetarily.

12.3 Reasonableness of Transfer Conditions. Each Member hereby acknowledges the reasonableness of the prohibition contained in this Article XII in view of the purposes of the Company and the relationship of the Members. The attempted Transfer of any Membership Interest in violation of the prohibition contained in this Article XII is null and void ab initio. Any Person to whom Membership Interests are attempted to be Transferred in violation of this Article XII shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, receive Distributions from the Company or have any other rights in or with respect to the Membership Interests.

12.4 Distributions and Allocations in Respect to Transferred Membership Interest. If any Membership Interest is sold, assigned, or otherwise Transferred during any accounting period in accordance with this Article XII, Profits, Losses, each item thereof, and all other items attributable to the Transferred Membership Interest for the period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and...
selected by the Board of Managers. All Distributions on or before the date of the Transfer shall 
be made to the transferor, and all Distributions thereafter shall be made to the transferee (taking 
to account any record date established pursuant to Section 10.1(c)). Neither the Company nor 
any Manager shall incur any liability for making allocations and Distributions in accordance with 
the provisions of this Section 12.4, regardless whether any Manager or the Company has 
knowledge of any Transfer of ownership of any Membership Interest. Except as expressly 
provided in this Agreement, no Member shall have the right to receive payment for the 
Member’s Membership Interest until the dissolution of the Company.

12.5 Right of First Offer.

(a) If a Member (the “Selling Member”) desires to Transfer (except as 
otherwise permitted by this Article XII) any of the Member’s Membership Interests, the 
Selling Member shall notify the Company and the other Members (the “Non-Selling 
Members”) of the Selling Member’s desire to Transfer Membership Interests prior to 
offering any portion of the Selling Member’s Membership Interests to any third party. 
The Notice (the “Offer Notice”) shall specify (i) the number of Membership Interests 
offered for Transfer (the “Offered Interests”), (ii) the price per Membership Interest at 
which the Selling Member desires to Transfer and (iii) the other terms and conditions of 
the proposed Transfer.

(b) Upon delivery of the Offer Notice, the Non-Selling Members shall have an 
option (the “Option”) to purchase all of the Offered Interests (pro rata based on relative 
Percentage Interests of the Non-Selling Members) at the price and on the terms and 
conditions set forth in the Offer Notice (or otherwise agreed upon), to be exercised not 
later than thirty (30) days after the date of delivery of the Offer Notice. If all Non-Selling 
Members do not exercise the Option with respect to the Offered Interests, the other Non-
Selling Members shall be entitled to purchase these Offered Interests (pro rata based on 
relative Percentage Interests of Non-Selling Members purchasing Offered Interests);
provided, however, one or more Non-Selling Members must agree to purchase all of the 
Offered Interests or the Option will be treated as unexercised. During the 30-day option 
period, the Members may negotiate such other price, terms and conditions other than set 
forth in the Offer Notice; provided, however, any counter-offer by or on behalf of the 
Selling Member, orally or in writing, does not constitute a new Offer Notice and does not 
restart the 30-day option period, and any counter-offer by or on behalf of the Non-Selling 
Members does not cause the Option to expire.

(c) In the event that the Option expires without exercise, then within six (6) 
months after all rights to make a purchase under the Option shall have expired, the 
Selling Member shall have the right to solicit any third-party purchaser for the sale of all 
of the Offered Interests; provided, however, the price, terms and conditions of sale to any 
third-party purchaser cannot be more favorable to the purchaser than offered to the Non-
Selling Members as set forth in the Offer Notice or any written counter-offer by or on 
behalf of the Selling Member pursuant to Section 12.5(b). Any third-party purchaser 
acquiring Offered Interests from a Selling Member in compliance with this Section 12.5 
shall be admitted as a Substitute Member. If for any reason, the Selling Member has not 
sold the Offered Interests within such six-month period, the Selling Member shall not
thereafter dispose of the Offered Interests unless and until the Selling Member has again complied with all of the provisions of this Section 12.5. If the Selling Member desires to offer the Offered Interests for sale on more favorable terms or conditions than the terms and conditions set forth in the Offer Notice or any written counter-offer by or on behalf of the Selling Member pursuant to Section 12.5(b) during such six-month period, the Selling Member may deliver a new Offer Notice pursuant to Section 12.5(a) and otherwise again comply with all of the provisions of this Section 12.5, which delivery shall cause the Selling Member’s right to dispose of the Offered Interests for the remainder of such six-month period under the terms of the prior Offer Notice to terminate.

If any Non-Selling Members exercise the Option, the closing of the sale of the Offered Interests shall take place within sixty (60) days following the date that the Option was exercised. If the Non-Selling Members that exercised the Option fail to close the Sale of the Offered Interests by the end of this sixty (60)-day period and fail to stand ready to close the Sale of the Offered Interests as of the last day of this period, the Option shall be treated as not exercised by any Non-Selling Members; the Option shall be treated as having expired as of the end of this period; and the Selling Member shall have the rights set forth in Section 12.5(c). Notwithstanding the foregoing, if at least one (1) but not all of the Non-Selling Members that exercised the Option fail to stand ready to close the Sale of the Offered Interests that were to be purchased by any defaulting Non-Selling Members as long as the non-defaulting Non-Selling Members stand ready to purchase all of the Offered Interests within five (5) days following the end of the sixty (60)-day period.

12.6 Impasse; Buy-Sell.

(a) In the event of an Impasse between the Class A Members with respect to the management, operation and/or direction of the Company, any Class A Member may elect to invoke the provisions Section 12.6 at any time by giving ten (10) days prior written notice to the Company and the other Class A Members (the “Impasse Notice”), stating that such Class A Member wishes to apply the provisions of this Section 12.6 to purchase the entire right, title and interest of the other Class A Members in the Company as provided in subsection (b) of this Section 12.6. If such Impasse is not resolved within ten (10) days from the date of such Impasse Notice, then an Impasse shall have occurred, and the Class A Member providing the Impasse Notice may proceed pursuant to Section 12.6 herein.

(b) Upon the occurrence of an “Impasse” pursuant to subsection (a) above, or for any reason whatsoever after the third (3rd) anniversary of the term of this Agreement, any Class A Member, or a group of Class A Members acting together (as a single “Class A Member”) for purposes of this Section 12.6, shall each have the right, subject to the provisions hereof, to cause the other Class A Member or Class A Members to sell his Class A Membership Interests or to permit the other Class A Member to purchase all of the Opting Class A Member’s (hereinafter defined) Membership Interest in the Company for cash in the following manner. If any Class A Member desires to exercise this election
(the “Opting Class A Member”), the Class A Opting Member shall give notice in writing to the other Class A Member (the “Electing Class A Member”) that it desires to purchase the Electing Class A Member’s Class A Membership Interest and, correspondingly, offers to sell the Opting Class A Member’s Membership Interest based upon the Opting Class A Member’s stated stipulated value of the Company, without regard to appraisal value or as otherwise set forth in the notice to the Electing Class A Member (the “Strike Price”). Within thirty (30) days after receipt of the notice from the Opting Class A Member, the Electing Class A Member shall elect to either (a) sell the Electing Class A Member’s entire Membership interest, or (b) purchase the Opting Class A Member’s entire Membership Interest for the Strike Price, multiplied by the percentage interest of the Membership Interest being sold. If the Electing Class A Member fails to exercise in writing its election to sell or purchase within said thirty (30) days period, it shall be conclusively deemed that the Electing Class A Member has elected to sell its Membership Interest on the basis of the Strike Price. The Electing Class A Member and the Opting Class A Member shall, within the next ninety (90) day period, close the sale or purchase, as the case may be, by the payment of cash. The Class A Member selling its Membership Interest shall deliver an appropriate assignment in writing of his Membership Interest to the purchasing Class A Member and the purchasing Class A Member shall execute and deliver an indemnification agreement holding the selling Class A Member harmless (as between the selling Class A Member and the purchasing Class A Member) with respect to any existing and future liabilities of the Company. Membership Interests transferred herein shall comply with Section 12.7.

12.7 Regulatory Approval. Prior to the effectiveness of any Transfer of Membership Interests, the Transfer and any transferee must first have been approved by the ODC and/or BOP in accordance with the Cannabis Act, to the extent such approval is required as determined by the Company’s General Counsel.

ARTICLE XIII

DISSOCIATION OF A MEMBER

13.1 Dissociation. No Member shall have the right or power to effect a voluntary Dissociation from the Company. A Member shall be involuntarily Dissociated from the Company upon the occurrence of any of the following events:

(a) an attempted Transfer of all or a portion of the Member’s Membership Interests not in compliance with the provisions of Article XII.

(b) the Member makes an assignment for the benefit of creditors;

(c) the Member files a voluntary petition of bankruptcy;

(d) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;
(e) the Member files a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;

(f) the Member seeks, consents to, or acquiesces in the appointment of a trustee or a receiver or liquidation of, the Member or all or any substantial part of the Member’s properties;

(g) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in subsections (b) through (f) above;

(h) any proceeding initiated against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or a trustee, receiver, or liquidator is appointed for the Member or all or any substantial part of the Member’s properties without the Member’s agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated;

(i) the Member becomes subject to any order of any court compelling Transfer of legal or beneficial ownership of any Membership Interest;

(j) if the Member is a natural person, the Member’s death or the adjudication by a court of competent jurisdiction that the Member is incompetent to manage the Member’s person or Property;

(k) if the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;

(l) If the Member is a partnership, limited liability company or other Organization, the dissolution and commencement of winding up of the partnership, limited liability company or other Organization;

(m) if the Member is an estate, the distribution by the fiduciary of the estate’s entire interest in the limited liability company;

(n) if the Member is a corporation, the dissolution of the corporation; or

(o) ODC and/or BOP has sent written notification that continued ownership by such Member of Membership Interests is likely to result in a Loss of License.

13.2 Effect of Dissociation. Upon a Member’s Dissociation from the Company as set forth in Section 13.1, the Member’s right to participate in the management and conduct of the Company’s business terminates, including the Member’s right to vote, and the Dissociated Member ceases to be a Member and is treated the same as an Assignee.
13.3 **No Company Purchase of Membership Interest.** Notwithstanding the Dissociation of a Member, at no time shall the Company be obligated to purchase the Membership Interests of a Dissociated Member.

**ARTICLE XIV**

**ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS**

14.1 **Rights of Assignees.** The Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive Distributions attributable to the Membership Interest, shall be allocated Profits and Losses attributable to the Membership Interest, and shall have any other rights specifically accorded an Assignee by the terms of this Agreement, in each case in accordance with the terms of this Agreement.

14.2 **Admission of Substitute Members.** An Assignee of a Membership Interest shall be admitted as a Substitute Member and admitted to all of the rights of the Member who initially assigned the Membership Interest only with the approval of the Board of Managers. The Board of Managers may grant or withhold approval in the sole and absolute discretion of the Board of Managers. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Membership Interests from any liability to the Company that may have existed prior to the approval.

14.3 **Admission of Additional Members.** A Person shall be admitted as an Additional Member only with the consent of the Board of Managers. The Board of Managers shall determine the Capital Contributions of each Additional Member and the number of Membership Interests issued to each Additional Member in accordance with Article IX. The Board of Managers may amend this Agreement to reflect the admission of an Additional Member and the terms of the Additional Member’s Membership Interests.

14.4 **Assignee is Bound by this Agreement.** An Assignee of a Membership Interest shall be bound by this Agreement, as amended from time to time, and shall be deemed to have assented to the terms and conditions of this Agreement and deemed to have agreed to be bound thereby, upon the first to occur of the Assignee (or Assignee’s representative):

(a) tendering payment for a Membership Interest;

(b) accepting a Distribution made by the Company, as evidenced for example, and not by way of limitation, by endorsement of a check representing all or any part of any Distribution;

(c) executing any writing evidencing the Assignee’s intent to become an Assignee or assent to this Agreement; or
(d) complying with the conditions necessary to become an Assignee, as set forth in Article XII; and either (i) requesting that the records of the Company reflect the assignment or (ii) paying valuable consideration for a Membership Interest.

14.5 Substitute and Additional Members Bound by this Agreement. Substitute Members and Additional Members shall be bound by this Agreement, as amended from time to time, and shall be deemed to have assented to the terms and conditions of this Agreement and deemed to have agreed to be bound hereby, upon the first to occur of the Substitute Member or Additional Member (or the Member’s representative):

(a) tendering payment for a Membership Interest;

(b) accepting a Distribution made by the Company, as evidenced for example, and not by way of limitation, by endorsement of a check representing all or any part of any Distribution;

(c) executing any writing evidencing the Substitute Member’s or Additional Member’s intent to become a Member; or

(d) complying with the conditions necessary to be admitted as a Substitute Member, as set forth in Section 14.2 or an Additional Member as set forth in Section 14.3; and either (i) requesting that the records of the Company reflect the Member’s admission on the records of the Company or (ii) paying valuable consideration for a Membership Interest.

ARTICLE XV

DISSOLUTION AND WINDING UP

15.1 Dissolution. Except as otherwise required under this Agreement, the Company shall be dissolved and its affairs wound up, upon the first to occur of the following events:

(a) the approval by the Board of Managers; or

(b) the entry of a decree of judicial dissolution of the Company under Section 1705.47 of the Act or otherwise required by applicable law;

(c) failure by the Company to be awarded a provisional Level 1 Cultivator License, or certificate of operation by the ODC; or

(d) a Loss of License preventing the Company from operating as a Medical Marijuana Entity.

15.2 Effect of Dissolution and Winding Up. Upon dissolution, the Company shall cease carrying on business, as distinguished from the winding up of the Company business, but the Company is not terminated, and continues until the winding up of the affairs of the Company is completed and the articles of dissolution have been issued by the Secretary of State. The winding up of the Company shall be made in accordance with an approved written plan of
closure approved by the ODC and/or BOP and completed in accordance with the Cannabis Act, and all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining Property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, the certificate of cancellation shall be filed in the office of the Secretary of State. The certificate of cancellation shall set forth the information required by the Act.

15.3 **Distribution of Assets upon Dissolution.** Upon the winding up of the Company, the Company Property shall be paid or distributed:

(a) **first,** to creditors, including Class A Members who are creditors, to the extent permitted by law, in satisfaction of Company liabilities;

(b) **next,** to the Class A Members an amount equal to their aggregate unreturned Capital Contributions (pro rata in accordance with relative unreturned Capital Contributions); and

(c) **thereafter,** to the Members in accordance with Section 10.2. Liquidation proceeds shall be paid within sixty (60) days of the end of the Company’s Taxable Year or, if later, within ninety (90) days after the date of liquidation. Liquidating Distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Board of Managers. The Board of Managers shall have the right to cause the Company to withhold from Distributions payable to any Members (on a pro rata basis based on the amount of the Distribution that the Members would have been entitled to receive but for such reserve) under this Agreement amounts sufficient to pay and discharge any reasonably anticipated contingent liabilities of the Company. Any amounts remaining after payment and discharge of any such contingent liabilities of the Company shall be paid proportionally to the Members from whom the Distributions were withheld.

15.4 **Allocation of Profits and Losses in the Year of Dissolution.** For any Taxable Year in which the Company dissolves and its affairs wound up pursuant to Section 15.1, if, after all other allocations provided for in Article X have been tentatively made as if this Section 15.4 were not in this Agreement, the Distributions to the Members pursuant to Section 15.3(c) would be different than the Distributions made to the Members if the Distributions were made in accordance with relative, positive Capital Account balances, then Profits (and items thereof) and Losses (and items thereof) for the Taxable Year in which the Company dissolves and its affairs wound up pursuant to Section 15.1 shall be allocated among the Members in a manner such that the Capital Account balance of each Member, immediately after giving effect to the allocations, is, as nearly as possible, equal (proportionately) to the amount of the Distribution made (or to be made) to the Member during the last Taxable Year in accordance with Section 15.3(e). The Board of Managers may, in the sole discretion of the Board of Managers, apply the principles of this Section 15.4 to any Taxable Year preceding the Taxable Year in which the Company dissolves and its affairs wound up (including through the application of Code Section 761(e)) if delaying application of the principles of this Section 15.4 would likely result in Distributions under Section 15.3(c) that are materially different than the Distributions that would be made if Section 15.3(c) provided for the making of Distributions in accordance with relative, positive
Capital Account balances (taking into account all Capital Account adjustments for the Company’s Taxable Year in which the liquidation occurs).

ARTICLE XVI

LOSS OF LICENSE

16.1 Loss of License.

(a) From and after the Company becoming a Medical Marijuana Entity in accordance with the Cannabis Act, a “Loss of License” shall mean any denial, failure to be found suitable or qualified, revocation, suspension, or non-renewal of any License, or threat of any of the foregoing, whether resulting from any judicial or administrative proceeding, or otherwise, and which results, directly or indirectly, from any act or omission of any Member, or any Affiliate of a Member, or with respect to a Manager Dissociation pursuant to Section 7.3(a), a Manager (including, for purposes of this Section 16.1, the partners, members, shareholders, employees, agents, officers or directors of any of the Members or Manager, or their respective partners, members or equity participants or any person or entity with whom such party has had business or other dealings), including, the commission of any crime or other act deemed inconsistent with the holding of a License, or the association or affiliation with unsuitable persons or entities, whether or not the allegations with respect thereto are true in fact, or the failure of any such Member or Affiliate to cooperate with the OCD to its satisfaction. No Loss of License shall be deemed to have occurred so long as proceedings with respect thereto are being contested with due diligence and in good faith by the Company, or the person or entity affected thereby, provided that, during the pendency of such proceedings, the Company is able to continue operations as a Medical Marijuana Entity on an uninterrupted basis and without additional restrictions with respect thereto. A Loss of License, however, shall be deemed to have occurred notwithstanding that additional rights of appeal or contest may be available if, as a result of any such action, cultivation operations by the Company or its Affiliates are prohibited or materially restrained, limited or restricted.

(b) For purposes of this Article XVI, the “Responsible Person” shall mean the Assignee, Member or Manager who is, or whose Affiliate is, responsible for the Loss of License.


(a) If a Loss of License shall occur with respect to a Member or Manager pursuant to Section 16.1(a), then the Responsible Person shall, subject to approval of the ODC and/or BOP, Transfer the Responsible Member’s Interests to or at the direction of the Board of Managers at the Loss of License Buyout Price on the terms set forth herein.

(b) The “Loss of License Buyout Price” shall mean an amount payable to the Responsible Person for the Responsible Person’s Interests equal to an amount equal to the lesser of (A) the amount approved by the ODC and/or BOP, or (ii) a price equal to the
amount the Responsible Person would have been entitled to receive for such Membership Interests if the Company sold all of the Company Property for its fair market value (as determined pursuant to Section 16.2(d)) as of the date of delivery of the aforementioned Notice and the Company was then dissolved and its affairs wound up pursuant to Article XV.

(c) The Loss of License Buyout Price must be paid 15% down at the closing, with the remainder payable over thirty-six (36) consecutive equal monthly installments of principal and interest (with interest accruing at the mid-term federal funds rate then in effect at the closing) and evidenced by a promissory note issued by the purchaser to the order of the Responsible Person.

(d) For purposes of Section 16.2(b), the fair market value of the Company Property shall be determined by mutual agreement of the Responsible Person and the Company, or, if such agreement is not obtained within fifteen (15) days following delivery of Notice to the Responsible Person pursuant to Section 16.1, by an independent appraiser with experience in the appraisal of medical marijuana businesses appointed by the Board of Managers. The appraiser shall be appointed not later than thirty (30) days following delivery of the Notice to the Responsible Person pursuant to Section 16.1. The fair market value of the Company Property shall be the value of such property as determined by the appraiser. The cost of the appraisal shall be deducted from the buyout price and shall be submitted to the Responsible Person within thirty (30) days after the appraiser is selected.

(e) The closing of the buyout transaction shall take place within thirty (30) days after the determination of fair market value in accordance with Section 16.2(d) (or such earlier date as required by ODC and/or BOP). Each Responsible Person shall execute and deliver all documents and take all actions as reasonably necessary or advisable (consistent with the provisions of this Agreement) to effect such buy-out transaction. Each Member hereby grants the Company the Member’s irrevocable power of attorney to execute on behalf of the Member any necessary assignments to effectuate the foregoing Transfer.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

17.1 Entire Agreement. This Agreement represents the entire agreement among all the Members and between the Members and the Company with respect to the subject matter hereof.

17.2 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice-versa. Whenever the masculine gender is used in this Agreement and when required by the context, the same shall include the feminine and neuter genders and vice-versa. Whenever the word “including” (or a variation, such as “include” or “includes”) is used in this Agreement, except where the context otherwise requires, the term shall be considered to be followed by the words “but not limited to” or “without limitation” or words of similar meaning.
17.3 **Headings.** The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

17.4 **No Partnership Intended for Nontax Purposes.** The Members have formed the Company under the Act, and except for federal and state tax purposes, expressly do not intend hereby to form a partnership under the State Revised Uniform Partnership Act, the State Uniform Partnership Act, the State Revised Uniform Limited Partnership Act or the State Uniform Limited Partnership Act. The Members do not intend to be partners of one to another and do not intend to form a partnership or joint venture. To the extent any Member, by word or action, represents to another Person that any other Member is a partner or that the Company is a partnership or joint venture, the Member making the wrongful representation shall be liable to any other Member who incurs personal liability by reason of the wrongful representation and shall not be entitled to indemnification for the act under Article VIII.

17.5 **Rights of Creditors and Third Parties Under Agreement.** This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

17.6 **Application of Ohio Law.** This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the United States and the State of Ohio (without regard to its conflicts of laws provisions), and specifically the Act.

17.7 **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or other electronic transmission (including email transmission), each of which shall constitute an original, and all of which, when taken together, shall constitute but one and the same instrument.

17.8 **No Waiver.** No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder or pursuant hereto shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or pursuant thereto.

17.9 **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in a manner so as to be effective and valid under applicable law but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, the provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this Agreement. If any part of any covenant or other provision in this Agreement is determined by a court of law to be overly broad thereby making the covenant unenforceable, the parties hereto agree, and it is their desire, that the court shall substitute a judicially enforceable limitation in its place, and that as so modified the covenant shall be binding upon the parties as if originally set forth in this Agreement.
17.10 **Benefit.** This Agreement shall be binding upon, and inure to the benefit of, and shall be enforceable by, the heirs, successors, legal representatives and permitted assignees of the Members and the successors, assignees and transferees of the Company.

17.11 **Delivery of Notice.** A Notice shall be considered given: (a) on the date of service (or refusal of acceptance of service) if served personally on the Person to whom Notice is to be given by commercial messenger delivery service with signature verification of delivery or by other verified means of personal delivery, (b) on the date of transmission if sent via facsimile or other electronic transmission (including e-mail transmission), but only if the Person has given the Company the Person’s facsimile telephone number or other electronic transmission information (including e-mail address), as applicable, (c) on the next Business Day if delivered by Federal Express or a similar overnight courier service, and (d) on the third Business Day after deposit if delivered by United States mail, first class mail, postage prepaid, return receipt requested. A Notice to the Company shall be addressed to any Manager at the address of the Principal Office or via facsimile or other electronic transmission (including e-mail transmission), but only if the Manager shall have given the Company the facsimile telephone number or other electronic transmission information (including e-mail address) of the Manager. A Notice to a Member shall be addressed to the Member at the address reflected on Exhibit A unless the Member has given the Company a Notice of different address, provided that if the Member has given the Company the Member’s facsimile telephone number or other electronic transmission information (including e-mail address), a Notice to a Member may be made via facsimile or other electronic transmission (including e-mail transmission), as applicable.

17.12 **Partition.** The Members hereby waive any right of partition they may have with respect to any asset of the Company, now existing or hereafter acquired.

17.13 **Arbitration; Venue; Waiver of Trial by Jury.** Except as otherwise set forth herein, arbitration shall be the exclusive remedy for resolving any dispute or controversy arising from, under or pursuant to this Agreement among the parties, including the arbitrability of any such dispute or controversy and the enforceability of the terms of hereof. The arbitration shall be conducted by a single arbitrator in accordance with the then most applicable commercial rules of the American Arbitration Association. The arbitrator shall be empowered to grant only such relief as would be available in a court of law; provided, however, that no party shall be liable hereunder for any indirect, consequential or punitive damages. In the event of any conflict between this Agreement and the rules of the American Arbitration Association, the provisions of this Agreement shall be determinative. If the parties are unable to agree upon an arbitrator within seven (7) days of the commencement of the dispute or controversy, the parties shall select a single arbitrator from a list of five (5) arbitrators designated by the office of the American Arbitration Association having responsibility for Columbus, Ohio that are qualified by education and training to pass upon the particular matter to be decided, all of whom shall be retired judges who are actively involved in hearing private cases or members of the National Academy of Arbitrators. If the parties are unable to agree upon an arbitrator from the list, they shall each strike names alternatively from the list, with the first to strike being determined by lot. After each party has used two strikes, the remaining name on the list shall be the arbitrator. If a party declines or refuses to participate in the procedure for selecting the arbitrator, the other party shall be entitled to select the arbitrator from the list provided by the American Arbitration Association. Initially, the parties shall bear the fees and expenses of the arbitrator equally, and each party shall
be responsible for the fees and expenses of the party’s own representatives and witnesses. If the parties cannot agree upon a location for the arbitration or the arbitrator is unable to attend the arbitration at the location agreed to by the parties, the arbitrator shall determine the location for the arbitration within Columbus, Ohio. The parties shall instruct the arbitrator to enter a written award within thirty (30) days of conclusion of the arbitration hearing. Judgment of the arbitrator shall be final and binding on the parties, and may be entered on the award of the arbitrator in any court having jurisdiction. Notwithstanding the foregoing, a party shall have the right to seek and obtain temporary or preliminary injunctive relief as expressly set forth herein and against conduct or threatened conduct that causes or will cause loss or damage, pending completion of any arbitration pursuant to this paragraph, provided that any litigation initiated by any party in connection with this Agreement shall be venued in a State court located in Muskingum County, Ohio, and each party hereby accepts the jurisdiction of the courts of Muskingum County in the State of Ohio over the party for purposes of temporary or preliminary injunctive relief and irrevocably waives any claim that any such suit, action or proceeding has been brought in an inconvenient forum. The prevailing party in the arbitration proceeding, as determined by the arbitrator, and in any enforcement or other court proceedings (including temporary or preliminary injunctive relief), shall be entitled to reimbursement from the other party for all of the prevailing party’s reasonable costs (including, but not limited to, the arbitrator’s compensation), expenses and reasonable attorneys’ fees incurred in connection with the arbitration (or enforcement or other court proceeding).

17.14 Power of Attorney. Each Member by executing this Agreement (or becoming bound by this Agreement) hereby grants an irrevocable power of attorney coupled with an interest to each Manager and, if a Manager is an entity, each executive officer of the Manager, granting each such Person the right to execute in the Member’s name, place and stead (i) any agreement contemplated by Section 11.2; (ii) any amendment to this Agreement adopted in accordance with the terms of this Agreement; and (iii) any document or instrument necessary to convey 100% of such Member’s right, title and interest in the Company and in such Member’s Membership Interests to an acquirer of the business of the Company (including but not limited to any conversion of the Company to a corporation whereby all Members contribute their Membership Interests in exchange for capital stock of the corporation), provided that the Members of each class of Membership Interest shall be treated on a pari passu basis with the other members of their class.

17.15 Agreement Drafted by the Company’s Attorney. Each party to this Agreement acknowledges that the Company’s counsel, Taft Stettinius & Hollister LLP, prepared this Agreement on behalf of and in the course of its representation of the Company, as directed by the Board of Managers, and that the party:

(a) has been advised that a conflict of interest may exist between the party’s interests and those of the Company;

(b) has been advised by the Company’s counsel to seek the advice of independent counsel;

(c) has had the opportunity to seek the advice of independent counsel;
(d) has received no representations from the Company’s counsel about the tax consequences of this Agreement;

(e) has been advised by the Company’s counsel to seek the advice of independent tax counsel; and

(f) has had opportunity to seek the advice of independent tax counsel.

17.16 Representation by the Company’s Counsel. The Company’s counsel, Taft Stettinius & Hollister LLP (“Taft”), has not represented and will not be representing any of the Members in connection with the Company, is acting as counsel only for the Company, and has not provided tax or business advice to the Members (each Member hereby being advised to rely upon separate counsel in connection with this Agreement and the transactions contemplated hereby). Each Member hereby waives all potential conflicts of interest resulting from the ongoing or future representation of the Company or its Affiliates by Taft on matters for which Taft is retained as counsel by the Board of Managers, the Company or their Affiliates.

[the remainder of this page intentionally left blank]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBERS:

Melvin Kurtz

Jeffrey Sidwell

SAJ 15, LLC
James Schoff, President

MANAGERS:

Melvin Kurtz

Jeffrey Sidwell

James Schoff

Pursuant to the Preliminary Statement of this Agreement, Emilie Kurtz, the Company's Authorized Representative for purposes of filing the Articles of Organization for the Company, hereby admits as Members of the Company those Persons identified on Exhibit A as “Members” and executing this Agreement.

Emilie Kurtz
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBERS:

Melvin Kurtz

SAJ 15, LLC
James Schoff, President

Jeffrey Sidwell

MANAGERS:

Melvin Kurtz

James Schoff

Jeffrey Sidwell

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Emilie Kurtz
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBERS:

Melvin Kurtz

Jeffrey Sidwell

MANAGERS:

Melvin Kurtz

Jeffrey Sidwell

Pursuant to the Preliminary Statement of this Agreement, Emilie Kurtz, the Company's Authorized Representative for purposes of filing the Articles of Organization for the Company, hereby admits as Members of the Company those Persons identified on Exhibit A as "Members" and executing this Agreement.

Emilie Kurtz
OPERATING AGREEMENT OF GROW OHIO PHARMACEUTICALS, LLC

The undersigned, desiring to become a Member of Grow Ohio Pharmaceuticals, LLC, an Ohio limited liability company (the "Company") hereby agrees to the terms and conditions of the Operating Agreement of the Company (the "Operating Agreement") and agrees to be bound by the terms and provisions thereof. This signature page, and copies of it may be appended to the Operating Agreement and when so appended, the Operating Agreement shall constitute an original binding agreement of the undersigned.

Executed by the undersigned as a Member of the Company:

[Signature of Member]

Melvin Kurtz
[Printed Name of Member]

[Resident Street Address]

[City, State and Zip Code]

[Social Security Number]

Number of Units: 75,000
Capital Contribution: $75,000
Date: 02-23-17

THE MEMBERSHIP INTERESTS SUBSCRIBED TO BY THE ABOVE MEMBER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD OR DISTRIBUTED EXCEPT PURSUANT TO THE TERMS OF THE OPERATING AGREEMENT, THE SECURITIES ACT OF 1933, AS AMENDED, AND THE SECURITIES LAWS OF SUCH OTHER JURISDICTIONS AS MAY BE APPROPRIATE.
OPERATING AGREEMENT OF GROW OHIO PHARMACEUTICALS, LLC

The undersigned, desiring to become a Member of Grow Ohio Pharmaceuticals, LLC, an Ohio limited liability company (the "Company") hereby agrees to the terms and conditions of the Operating Agreement of the Company (the "Operating Agreement") and agrees to be bound by the terms and provisions thereof. This signature page, and copies of it may be appended to the Operating Agreement and when so appended, the Operating Agreement shall constitute an original binding agreement of the undersigned.

Executed by the undersigned as a Member of the Company:

[Signature of Authorized Representative]

James Schoff, President
[Printed Name of Representative/Title]

SAR 15, LLC
[Printed Name of Member]

[Member's Business Address]

[City, State and Zip Code]

[Employer Identification Number]

Number of Units: 75,000
Capital Contribution: $75,000
Date: 6-23-17

THE MEMBERSHIP INTERESTS SUBSCRIBED TO BY THE ABOVE MEMBER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD OR DISTRIBUTED EXCEPT PURSUANT TO THE TERMS OF THE OPERATING AGREEMENT, THE SECURITIES ACT OF 1933, AS AMENDED, AND THE SECURITIES LAWS OF SUCH OTHER JURISDICTIONS AS MAY BE APPROPRIATE.
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Executed by the undersigned as a Member of the Company:

[Signature of Member]

Jeffrey Sidwell
[Printed Name of Member]

[Resident Street Address]

[City, State and Zip Code]

[Social Security Number]

Number of Units: 75,000
Capital Contribution: $75,000
Date: 4-23-17

THE MEMBERSHIP INTERESTS SUBSCRIBED TO BY THE ABOVE MEMBER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD OR DISTRIBUTED EXCEPT PURSUANT TO THE TERMS OF THE OPERATING AGREEMENT, THE SECURITIES ACT OF 1933, AS AMENDED, AND THE SECURITIES LAWS OF SUCH OTHER JURISDICTIONS AS MAY BE APPROPRIATE.
STATE OF ______________ )  SS:
COUNTY OF ______________ )

BEFORE ME, a Notary Public in and for said County and State, did personally appear
Melvin Kurtz who acknowledged to me that he did sign the foregoing instrument and that the
same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____
day of ______________, 2017.

Notary Public

STATE OF ______________ )  SS:
COUNTY OF ______________ )

BEFORE ME, a Notary Public in and for said County and State, did personally appear
James Schoff, President of SAJ 15, LLC who acknowledged to me that he did have the
authority to, and did, sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____
day of ______________, 2017.

Notary Public

STATE OF Ohio )  SS:
COUNTY OF Cuyahoga )

BEFORE ME, a Notary Public in and for said County and State, did personally appear
Jeffrey Sidwell who acknowledged to me that he did sign the foregoing instrument and that the
same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23
day of June 2017.

Notary Public

Notary Public
STATE OF Ohio  
COUNTY OF Cuyahoga

BEFORE ME, a Notary Public in and for said County and State, did personally appear Melvin Kurtz who acknowledged to me that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of June, 2017.

Notary Public

STATE OF  
COUNTY OF

BEFORE ME, a Notary Public in and for said County and State, did personally appear James Schoff, President of SAJ 15, LLC who acknowledged to me that he did have the authority to, and did, sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of ____________, 2017.

Notary Public

STATE OF  
COUNTY OF

BEFORE ME, a Notary Public in and for said County and State, did personally appear Jeffrey Sidwell who acknowledged to me that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of ____________, 2017.

Notary Public
STATE OF ______________ ) 
COUNTY OF ______________ ) SS: 

BEFORE ME, a Notary Public in and for said County and State, did personally appear Melvin Kurtz who acknowledged to me that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of ______________, 2017.

Notary Public

STATE OF Ohio ) SS: 
COUNTY OF Cuyahoga )

BEFORE ME, a Notary Public in and for said County and State, did personally appear James Schott, President of SAJ 15, LLC who acknowledged to me that he did have the authority to, and did, sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ______ day of ______, 2017.

Notary Public

STATE OF ______________ ) SS: 
COUNTY OF ______________ )

BEFORE ME, a Notary Public in and for said County and State, did personally appear Jeffrey Sidwell who acknowledged to me that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of ______________, 2017.

Notary Public
### EXHIBIT A

<table>
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<th>MEMBER NAMES AND ADDRESSES</th>
<th>CAPITAL CONTRIBUTIONS</th>
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### Schedule 9.3

[Business Plan and Construction Budget]

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<tbody>
<tr>
<td>Design, Sitework, and Utilities</td>
<td>1,216,306</td>
</tr>
<tr>
<td>Parking, Paving &amp; Landscape</td>
<td>455,844</td>
</tr>
<tr>
<td>Shell of the building, offices and general build-out</td>
<td>4,765,509</td>
</tr>
<tr>
<td>Cultivation and growing equipment</td>
<td>5,472,068</td>
</tr>
<tr>
<td>Security - indoor, outdoor and cyber</td>
<td>422,745</td>
</tr>
<tr>
<td>Closing and Transaction costs</td>
<td>372,200</td>
</tr>
<tr>
<td>Working Capital</td>
<td>2,751,172</td>
</tr>
<tr>
<td><strong>Total Capital Construction</strong></td>
<td><strong>15,000,000</strong></td>
</tr>
</tbody>
</table>
To be Completed by Applicant

Name of Individual or Entity Applying for a Medical Marijuana Cultivator Certificate of Operations:

Grow Ohio Pharmaceuticals, LLC

To be Completed by Applicant or CPA

☐ Level 1: I hereby certify the above listed Applicant has at least $500,000 in liquid assets, which are unencumbered and can be converted within 30 days after a request to liquidate such assets.

-OR-

☐ Level II: I hereby certify the above listed Applicant has at least $50,000 in liquid assets, which are unencumbered and can be converted within 30 days after a request to liquidate such assets.

Date of Certification (must be within 30 days of Application submission) (3796:2-1-03(B)(5)(c)(ii).):

June 19th, 2017

Printed Name of CPA or Applicant

Daniel J. Palus CPA

CPA Company Name (if applicable)

Daniel J. Palus CPA, Inc.

Phone Number:

216-520-0930

Signature:

Subscribed and sworn to before me this 19 day of JUNE, 20 17.

(SEAL)

Notary Public, State of Ohio

My Commission Expires: 8/14/20

NOTARY PUBLIC
1C Financial Responsibility Form - Insurance
3796:2-1-03(B)(5)(d), 3796:2-1-05(B)(1)

To be Completed by Applicant

Name of Individual or Entity Applying for a Medical Marijuana Cultivator Certificate of Operations:

grow ohio pharmaceuticals, llc

☐ I hereby certify the intent to purchase insurance coverage and terms of insurance required and approved by the Department of Commerce, including, but not limited to, products liability and general liability, prior to the issuance of a certificate of operations, if such products are in existence at the time of issuance or the time of renewal.

-OR-

☐ I hereby certify insurance coverage has been purchased with terms of insurance required and approved by the Department of Commerce, including, but not limited to, products liability and general liability, prior to the issuance of a certificate of operations. Coverage documentation is ATTACHED to this application following this form.

Date: 6-24-17

Signature: [Signature]

Subscribed and sworn to before me this ___ day of ___ , 2017.

(SEAL)

NOTARY PUBLIC
2017 – 2018
Liability Proposal
Insurance Proposal

Prepared for:
Grow Ohio
Pharmaceuticals, LLC
8600 E. Pleasant Valley Road
Independence, OH 44131

Prepared by:
CANNASURE INSURANCE SERVICES
1991 Crocker Road, Suite 320
Cleveland, Ohio 44145
P 800.420.5757 F 800.420.1975
CA License # 0H30190
Jun 16, 2017
**Named Insured:** Grow Ohio Pharmaceuticals, LLC

**Insurance Carrier:** Conifer Insurance Company; A.M. Best Rating: B++ (Good) VI

**Admitted:** No

**Coverage:** General Liability and Product Liability

**Policy Period:** 12 Months

**Premium:** $6,999.00

**Fees:**
- Carrier Policy Fee $150.00
- Administrative Fee $350.00

**Taxes:** $357.45

**Total:** $7,856.45 Excluding Terrorism*

* Terrorism coverage is excluded, but coverage can be added for an additional premium. See TRIA Form.

**25% Minimum Earned Premium**

10% commission

**PLEASE MAKE YOUR CHECK PAYABLE TO:** CIS INSURANCE SERVICES, LLC

**PLEASE MAIL PAYMENT TO:**
1991 Crocker Road, Suite 320
Cleveland, OH 44145
SUBJECTIVITIES — ALL SUBJECTIVITIES REQUIRED PRIOR TO BINDING:

- Marijuana Risk Warranty Form 1 signed and dated by the insured
- Marijuana Risk Warranty Form 2 signed and dated by the insured
- Confirm security measures that are in place
- Notice of Surplus Lines Placement To Insured signed and dated
- Completed and signed TRIA Acceptance or Rejection form required
- Completed, signed & dated Bind Request Form
- Signed and dated Surplus Lines Placement and Fee Agreement- Cannasure
- Favorable Loss Control Inspection (within 30 days of the effective date)
- Insured must initial next to Premium Finance cancellation notice acknowledging they have read and understood (bind order request page)

Consult the policy for all specific terms and conditions and complete policy exclusions

PLEASE NOTE THAT WE WILL NOT PRESENT A BIND REQUEST TO THE CARRIER UNTIL ALL UNDERWRITING CONDITIONS ARE MET AND PAYMENT IS RECEIVED. THE CARRIER DOES NOT CONSIDER COVERAGE BOUND UNTIL CONFIRMED IN WRITING.
COMMERCIAL LINES QUOTE
Quote is valid for 30 days (until 7/8/2017)

Named Insured and Mailing Address:
Grow Ohio Pharmaceuticals LLC
8600 E Pleasant Valley Rd
Cleveland, OH 44131


INSURED TYPE: LLC

THIS QUOTE CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

<table>
<thead>
<tr>
<th>COVERAGE PARTS</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Property Coverage Part</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Commercial General Liability Coverage Part</td>
<td>$1,999.00</td>
</tr>
<tr>
<td>Commercial Liquor Liability Coverage Part</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Commercial Medical Malpractice Coverage Part</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Commercial Auto Coverage Part</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Commercial Inland Marine Coverage Part</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Director and Officers Liability Coverage Part</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Commercial Product Liability Coverage Part</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Glass</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Taxes and Fees</td>
<td>$857.45</td>
</tr>
</tbody>
</table>

TOTAL QUOTE PREMIUM $7,856.45

Responsible Agent of Record:
Cannasure Insurance Services, LLC. (000619)
1991 Crocker Road
Suite 320
Westlake, OH 44145
(800) 420-5757
Forms and Endorsements:

- CICSOS (06-14) Service of Suit
- CICPRIV01 (10-15) Privacy Policy
- IL0003 (07-02) Calculation of Premium
- IL0017 (11-98) Common Policy Conditions
- IL0244 (09-07) Ohio Changes - Cancellation and NonRenewal
- Marijuana Risk Warranty

Limits and/or coverages provided on this quote may differ from those requested on the application.
NOTICE OF SURPLUS LINES PLACEMENT TO INSURED
CONIFER INSURANCE COMPANY
PLEASE READ IT CAREFULLY

Notice to Insured:

I hereby affirm that, prior to the placement of the insurance coverage with Conifer Insurance Company, a surplus lines insurer, I have been advised that:

(i) The insurer with which the surplus lines broker places the insurance is not licensed by my state and may not be subject to its supervision; and

(ii) In the event of insolvency of the surplus lines insurer, losses will not be paid by my state insurance guaranty association.

NOTICE OF POLICY FEE

Furthermore, I hereby affirm that, I have been advised that the non-refundable policy fee referenced below has been charged by the Agent and is part of the insurance contract. I also affirm that said fee is reasonable.

Amount of Policy Fee: $150

_________________________________________  ________________________________
Signature of Named Insured                       Date
Cannasure Insurance Services, LLC.
1991 Crocker Road
Suite 320
Westlake, OH 44145
(800) 420-5757

Named Insured:    Grow Ohio Pharmaceuticals LLC

DBA: 

Mailing Address:  8600 E Pleasant Valley Rd
Cleveland, OH 44131


<table>
<thead>
<tr>
<th>LIMITS OF INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occurrence Form</td>
</tr>
<tr>
<td>Each Occurrence Limit $1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit $2,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury Limit $1,000,000</td>
</tr>
<tr>
<td>Any one person or organization</td>
</tr>
<tr>
<td>Damage to Premises $100,000</td>
</tr>
<tr>
<td>Any one premises</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate Limit Excluded</td>
</tr>
<tr>
<td>Medical Expense Limit $5,000</td>
</tr>
<tr>
<td>Any one person</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION OF BUSINESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>FORM OF BUSINESS:</td>
</tr>
<tr>
<td>☐ Individual    ☐ Partnership    ☐ Corporation    ☑ LLC    ☐ Joint Venture    ☐ Other</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ALL PREMISES YOU OWN, RENT OR OCCUPY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loc #</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLASSIFICATION AND PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loc #</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td>1</td>
</tr>
</tbody>
</table>
**ENDORSEMENTS**

Forms and Endorsements made part of this policy at time of issue:

<table>
<thead>
<tr>
<th>Description</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>CG0001 (12-07) Commercial General Liability Form</td>
<td></td>
</tr>
<tr>
<td>CG0068 (05-09) Recording and Distribution of Material or Information In Violation of Law Exclusion</td>
<td></td>
</tr>
<tr>
<td>CG2101 (11-85) Exclusion - Athletics or Sports Participants</td>
<td></td>
</tr>
<tr>
<td>CG2106 (05-14) Exclusion - Access or Disclosure of Confidential or Personal Information and Data - Related Liability - with Limited Bodily Injury Exception</td>
<td></td>
</tr>
<tr>
<td>CG2109 (06-15) Exclusion - Unmanned Aircraft</td>
<td></td>
</tr>
<tr>
<td>CG2146 (07-98) Abuse or Molestation Exclusion</td>
<td></td>
</tr>
<tr>
<td>CG2147 (12-07) Employment-Related Practices Exclusion</td>
<td></td>
</tr>
<tr>
<td>CG2149 (09-99) Total Pollution Exclusion</td>
<td></td>
</tr>
<tr>
<td>CG2166 (06-15) Exclusion - Volunteer Workers</td>
<td></td>
</tr>
<tr>
<td>CG2167 (12-04) Fungi and Bacteria Exclusion</td>
<td></td>
</tr>
<tr>
<td>CG2173 (01-15) Exclusion of Certified Acts of Terrorism</td>
<td></td>
</tr>
<tr>
<td>CG2175 (01-15) Exclusion of Certified Acts of Terrorism and Exclusion Of Other Acts of Terrorism Committed Outside The United States</td>
<td></td>
</tr>
<tr>
<td>CG2176 (01-15) Exclusion of Punitive Damages as a Result of Certified Acts of Terrorism</td>
<td></td>
</tr>
<tr>
<td>CG2186 (12-04) Exclusion - Exterior Insulation and Finish Systems</td>
<td></td>
</tr>
<tr>
<td>CG2196 (03-05) Silica or Silica-Related Dust Exclusion</td>
<td></td>
</tr>
<tr>
<td>CIGL01 (04-10) Exclusion - Lead Paint</td>
<td></td>
</tr>
<tr>
<td>CIGL02 (04-10) Exclusion - Asbestos</td>
<td></td>
</tr>
<tr>
<td>CIGL05 (04-11) Animals Exclusion</td>
<td></td>
</tr>
<tr>
<td>CIGL32 (01-14) Minimum Earned Premium Endorsement</td>
<td></td>
</tr>
<tr>
<td>CIGL34 (08-14) Firearms Exclusion</td>
<td></td>
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<tr>
<td>CIHC01 (10-15) Biological or Chemical Materials Exclusion</td>
<td></td>
</tr>
<tr>
<td>CIHC02 (08-15) Seepage And/Or Pollution And/Or Contamination Exclusion</td>
<td></td>
</tr>
<tr>
<td>IL0021 (09-08) Nuclear Energy Liability Exclusion Endorsement</td>
<td></td>
</tr>
<tr>
<td>CG2104 (11-85) Products/Completed Operations Hazard Exclusion</td>
<td></td>
</tr>
<tr>
<td>CG2116 (07-98) Exclusion-Designated Professional Services</td>
<td></td>
</tr>
<tr>
<td>CG2144 (07-98) Limitation of Coverage to Designated Premises</td>
<td></td>
</tr>
<tr>
<td>CIGL03 (09-10) Exclusion - Assault &amp; Battery</td>
<td></td>
</tr>
</tbody>
</table>

Limits and/or coverages provided on this quote may differ from those requested on the application.
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

<table>
<thead>
<tr>
<th>LIMITS OF INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Claims Made Form</td>
</tr>
<tr>
<td>Retro Inception</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION OF BUSINESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>FORM OF BUSINESS:</td>
</tr>
<tr>
<td>☐ Individual</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ALL PREMISES YOU OWN, RENT OR OCCUPY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loc #</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
### COMMERCIAL PRODUCT LIABILITY QUOTE

#### ENDORSEMENTS

Forms and Endorsements made part of this policy at time of issue:

<table>
<thead>
<tr>
<th>Description</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIHC05 (10-15) Ohio Cannabis Operations Products-Completed Operations Liability Policy</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

Limits and/or coverages provided on this quote may differ from those requested on the application.
DISCLOSURE TO OUR POLICYHOLDERS  
ABOUT TERRORISM INSURANCE COVERAGE

Under the Federal Terrorism Risk Insurance Act of 2002, effective November 26, 2002, we are now offering you the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102 (1) of the Act.

“The term “act of terrorism” means any act that is certified by the Secretary of the Treasury in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.”

Coverage provided by your policy for losses caused by one of these certified Acts of Terrorism is partially reimbursed by the United States under a formula established by Federal law. Under this formula, the United States pays 85% of covered Terrorism losses exceeding the statutorily established deductible paid by Conifer Insurance Company. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the Federal Government under the Act.

Selection or Rejection of Terrorism Coverage

This is our offer to you of coverage for Acts of Terrorism. If you choose to pay the quoted premium below on the renewal of your policy, you will be covered for Acts of Terrorism. If you do not choose to pay this quoted premium, we will exclude Terrorism coverage from your policy.

CHECK ONE

___________ I WILL purchase the offered terrorism coverage for a premium of $_______ TBD

___________ I WILL NOT purchase the offered terrorism coverage and will have no coverage for terrorism losses.

IF YOU DO NOT RETURN THIS FORM TO US, YOU WILL BE CHARGED THE APPROPRIATE PREMIUM FOR TERRORISM COVERAGE.

Policyholder/ Applicant’s Signature

Policyholder DBA

Policyholder Name

Grow Ohio Pharmaceuticals LLC

Policy Number

Agent Name & Number

Patrick McManamon (000619)

Date

CITRIA 01 05 11

COMPANY COPY – PLEASE RETURN
NOTICE OF SURPLUS LINES PLACEMENT TO INSURED

CANNASURE INSURANCE SERVICES, LLC

PLEASE READ IT CAREFULLY

Notice to Insured:

I hereby affirm that, prior to the placement of the insurance coverage with Cannasure Insurance Services, LLC, a surplus lines Broker, I have been advised that:

(i) The insurer with which the surplus lines broker places the insurance is not licensed by my state and may not be subject to its supervision; and

(ii) In the event of insolvency of the surplus lines insurer, losses will not be paid by my state insurance guaranty association.

NOTICE OF COMPANY FEE

Furthermore, I hereby affirm that, I have been advised that the non-refundable policy fee referenced below has been charged by the Agent and is part of the insurance contract. I also affirm that said fee is reasonable.

Amount of Company Fee: $350

________________________
Signature of Named Insured

________________________
Date

CIS 1/17 ISLA
BIND REQUEST FORM

Named Insured: Grow Ohio Pharmaceuticals LLC

Type of Coverage: General Liability and Product Liability

Insurance Carrier: Conifer Insurance Company

Effective Date: ____________________________

Premium: $6,999.00

Taxes/Fees: ____________________________

Total: $7,856.45

Please check one of the following:

☐ I elect to pay the full premium amount within 30 days of binding coverage

☐ I elect to finance the premium and pay in monthly installments through CIS Insurance Services, LLC

☐ I elect to finance the premium and pay in monthly installments through retail agent (agreement to be provided upon binding)

***Be advised that if policy cancels for Non-Payment to the Premium Finance Company coverage may be eligible for Reinstatement however a Lapse in Coverage may apply***

__________________________ Insured's Initials

Signature of Authorized Representative: ___________________________________________

Name of Authorized Representative: ___________________________________________

Date: ____________________________

***PLEASE MAKE ALL CHECKS PAYABLE TO CIS INSURANCE SERVICES, LLC***
Marijuana Risk Warranty 1

In consideration of the premium charged, it is hereby agreed and understood that the following warranties apply to this policy.

1) No coverage will be afforded by this policy for theft unless the following items are strictly adhered to:

   a. Store all **finished stock** in a secure, locked safe or vault and in such a manner as to prevent diversion, theft and loss;

   b. During non-business hours, all **finished stock** must be kept in a locked, 1/2 ton or greater safe which is bolted to the floor or in a locked TL-15 rated or greater safe which is bolted to the floor or in a locked one ton or greater safe. This includes perishable items such as kif, butane hash, cookies and any other preparation of medical marijuana.

   c. An operating and functional central station burglar alarm must be installed at the premises which have contacts on all windows and doors that open to the outside. The alarm must have contacts on all windows and doors adjacent to common stairways and/or hallways. Furthermore, the alarm must have motion detectors which cover the room in which the safe is kept. This burglar alarm must be turned on and fully operational during non-business hours.

2) No coverage will be afforded by this policy for fire and/or smoke damage or any other peril which arises out of a loss by fire unless:

   a. The premises have been inspected by a licensed electrician who has determined that he electrical architecture, power supply and number of circuits is adequate for the nature of your operations.

Signed by the First Named Insured

Date
Marijuana Risk Warranty 2

I warrant the following to be true and I understand no coverage will be afforded by this policy for theft unless the following items are strictly adhered to:

1. During non-business hours, all “finished stock” on the premises must be kept in one of the following:
   A. A locked 700 pound or greater safe which is bolted to the floor.
   B. A locked Underwriter’s Laboratory rated TI-15 safe or greater.
   C. A locked one ton or greater safe.

2. An operating and functional central station burglar alarm system must be installed at the premises which have contacts on all windows and doors that open to the outside. The alarm must have contacts on all windows and doors adjacent to common stairways and/or hallways. Furthermore, the alarm must have functioning motion detectors which cover all rooms at the premises. This burglar alarm must be turned on and fully operational during non-business hours.

3. During business hours, all stock not on display for sale will be kept in a locked safe with the requirements as during non-business hours.

4. The insured must keep written records of all purchases of stock, including receipts when available, which includes the date of purchase, type(s) of stock purchased and purchase price. In the event of a stock claim, adjustment will be based on documented records. A copy of this record is to be kept at an offsite location.

All Cultivation operations are required to warrant one of the following:

_____ I have used or will use a licensed, insured contractor for all electrical work at my grow facility

_____ I have had or will have within 30 days of my insurance effective date, all the wiring inspected by a licensed, insured contractor at my grow facility.

I warrant the above to be true and I understand the insurance contract will be considered based on my warranty:

________________________________________
Signed by the First Named Insured

________________________________________
Date
Conifer Holdings Inc. is a Michigan-based insurance holding company founded in 2009 and listed on the Nasdaq Global Market (Nasdaq: CNFR) in 2015. Through its insurance carrier subsidiaries, Conifer provides specialty property/casualty insurance on both an admitted and non-admitted basis in all 50 states. Conifer is an innovative company targeting niche markets with tailored products to meet the specialized needs of insureds.

**FINANCIAL HIGHLIGHTS:**

<table>
<thead>
<tr>
<th>Total Assets</th>
<th>Total Shareholders’ Equity</th>
<th>Gross Written Premiums</th>
<th>Net Written Premiums</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 177.9 million</td>
<td>$ 77.3 million</td>
<td>$ 93.8 million</td>
<td>$ 79.7 million</td>
</tr>
</tbody>
</table>

Conifer’s ownership team started providing insurance coverage to companies and individuals in 1987.

Conifer was created to provide customized insurance products for regional commercial and personal lines insureds, which may be underserved by large national and international insurance companies.

Sound underwriting and investment practices have earned Conifer Insurance Company a “B++” financial rating from insurance ratings agency, AM Best. Conifer is also supported by reinsurers with “A-” or better ratings.

Each of Conifer Holding’s three insurance carrier subsidiaries hold an “A”, Exceptional Financial Stability Rating® from Demotech, Inc.

**KEY FACTS**

- Founded in 2009
- Nasdaq: CNFR
- Employees: Approximately 130
- Headquarters: Birmingham, MI
- 8 offices within the U.S.

**2015 GWP (YTD: 12/31/2015)**

- Commercial Multi-Peril
- Personal Auto (in Run-off)
- Other Liability (including Liquor)
- Commercial Auto
- Other Commercial
- Homeowners & Dwelling
- Excess & Surplus Lines

- 68% Admitted Business
- 32% Excess & Surplus Lines
1D Financial Responsibility Form – Escrow / Surety
3796:2-1-02(B)(6)(d), 3796:2-1-05(B)

To be Completed by Applicant or CPA

Name of Individual or Entity Applying for a Medical Marijuana Cultivator Certificate of Operations:

**grow ohio pharmaceuticals, llc**

Type of Security:

- [ ] Escrow Account  
  (3796:2-1-05(B)(2))
- [x] Surety Bond  
  (3796:2-1-05(B)(3))

- [ ] Level 1: I hereby certify the ability of the above listed Applicant to establish and maintain an escrow account or surety bond in the amount of $750,000, consistent with the Level I application requirements, prior to being awarded a Cultivator Certificate of Operations.

- [ ] Level II: I hereby certify the ability of the above listed Applicant to establish and maintain an escrow account or surety bond in the amount of $75,000, consistent with the Level II application requirements, prior to being awarded a Cultivator Certificate of Operations.

Surety Insurance Company Name (if applicable) (3796:2-1-05(C)):

Printed Name:  

[Signature]

CPA Company Name (if applicable):

Phone Number:  

Subscribed and sworn to before me this 26 day of June, 2017.  

**SEALS**

NOTARY PUBLIC
To be Completed by Applicant or CPA

Name of Individual or Entity Applying for a Medical Marijuana Cultivator Certificate of Operations:
Grow Ohio Pharmaceuticals, LLC

Type of Security:

☐ Escrow Account (3796:2-1-05(B)(2))
☒ Surety Bond (3796:2-1-05(B)(3))

☒ Level I: I hereby certify the ability of the above listed Applicant to establish and maintain an escrow account or surety bond in the amount of $750,000, consistent with the Level I application requirements, prior to being awarded a Cultivator Certificate of Operations.

-OR-

☐ Level II: I hereby certify the ability of the above listed Applicant to establish and maintain an escrow account or surety bond in the amount of $75,000, consistent with the Level II application requirements, prior to being awarded a Cultivator Certificate of Operations.

Surety Insurance Company Name (if applicable) (3796:2-1-05(C)):
Hudson Insurance Company

Printed Name: Aaron West, Attorney-In-Fact

Company Name (if applicable):

Signature: [Signature]

Phone Number: 866-430-3322

Subscribed and sworn to before me this 23rd day of June, 2017.

(SEAL)

JENNIFER HALLAND
NOTARY PUBLIC, ARIZONA
MARICOPA COUNTY
My Commission Expires February 01, 2020

NOTARY PUBLIC
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Aaron West
of the State of AZ

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf all agreements, waivers, extensions, alterations, renewals, covenants and stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Seven Hundred Fifty Thousand Dollars ($750,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal affixed by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on the 31st day of October, 2013 at New York, New York.

Chris T. Suarez
Executive Vice President

Hudson Insurance Company

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by this order.

(Notarial Seal)

ANN M. MURPHY
Notary Public, State of New York
No 375688

Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

The undersigned Dima Daskalakis hereby certifies that the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has since been revoked, amended or modified.

RESOLVED, that the President, the Executive Vice President, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's insurance business, and to empower such agent or agent, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's insurance business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings as made.

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when used whether herebefore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 23rd day of June, 2017.

Dima Daskalakis
Corporate Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK

(Notarial Seal)

Dima Daskalakis, Corporate Secretary

Filed: 10/8/2010 (v1)
# Medical Marijuana Control Program (MMCP)

## 1E Property Owner Approval for Use Form

### 3796:2-1-02(B)(2)(h)

<table>
<thead>
<tr>
<th>To be Completed by the Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Individual or Entity Applying for a Medical Marijuana Cultivator Certificate of Operations:</td>
</tr>
<tr>
<td><strong>grow ohio pharmaceuticals, llc</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Physical Address and Name of Proposed Medical Marijuana Cultivator Facility:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6400 Maysville Pike</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cleveland</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>County:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Muskingum</strong></td>
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<table>
<thead>
<tr>
<th>State:</th>
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<tbody>
<tr>
<td><strong>Ohio</strong></td>
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<table>
<thead>
<tr>
<th>Zip Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>44131</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>216-524-3333</strong></td>
</tr>
</tbody>
</table>

### Legal Description of the Property:

- **R 14 TP 15 SEC 19 NWS OF 157.67A**

<table>
<thead>
<tr>
<th>To be Completed by the Owner of the Physical Address of the Proposed Cultivator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Owner of the Physical Address of the Proposed Medical Marijuana Cultivator Facility:</td>
</tr>
<tr>
<td><strong>Schmack Biomass of Zanesville, LLC</strong></td>
</tr>
</tbody>
</table>

### Length of Lease/Expiration:

- **20 years / 2037**

- **☐** The individual or entity applying for a Medical Marijuana Cultivator Certificate of Operations is the owner of the physical address of the proposed Medical Marijuana Cultivator.

- **☐** The owner of the physical address of the proposed Medical Marijuana Cultivator gives permission to the individual or entity applying for a Medical Marijuana Cultivator Certificate of Operations to operate a Medical Marijuana Cultivator facility at the physical address.

### PROPERTY OWNER SIGNATURE:  

[Signature]  

### DATE SIGNED:  

**6-24-17**

---

Subscribed and sworn to before me this **24** day of **June**, 2017.

[Notary Public Signature]

---

[MMCP-C-1001A (v1.1) Ohio Cultivator Application – Filing/Identifiers]  

Page 9 of 24
Attach a location map of the area surrounding the proposed cultivator facility. Include representation of the area within at least a 750 foot radius of the proposed facility in all directions. Identify the relative locations of any prohibited facilities on the map, establishing the facility is at least 500 feet from the boundaries of any parcel of nearby real estate having situated on it a prohibited facility, as measured under rule 3796:5-5-01 of the Administrative Code.

At a minimum, the location map should include representation of any of the following prohibited facilities, as defined in ORC 3796.30:

- School including child day-care centers, preschools, or a public or nonpublic primary school or secondary school (as defined in ORC 5104.01 and 2950.034);
- Church (as defined in ORC 1710.01);
- Public library (as defined in ORC Chapter 3375);
- Public Playground (including state or local government property); and
- Public Park (including state or local government property).

Include this cover page with the appropriate attachment.

Map may be divided into 8.5x11 page sections or may be folded to fit into an 8.5x11 packet.

Map must be clearly labeled and legible.
1G Notice of Proper Zoning Form
3796:2-1-02(B)(2)(k)

To be Completed by Applicant

Name of Individual or Entity Applying for a Medical Marijuana Cultivator Certificate of Operations:

**grow ohio pharmaceuticals, llc**

Physical Address and Name of Proposed Medical Marijuana Cultivator Facility:

**6400 Maysville Pike**

<table>
<thead>
<tr>
<th>City:</th>
<th>County:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newton Township</td>
<td>Muskingum</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State:</th>
<th>Zip Code:</th>
<th>Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ohio</td>
<td>43701</td>
<td>216-524-3333</td>
</tr>
</tbody>
</table>

To be Completed by Zoning Authority or Local Government

Jurisdiction of Zoning Office or Local Government

**Newton Township**

☐ The Applicant has applied for local zoning approval to operate a Medical Marijuana Cultivation facility at the address listed above. (If Permit Issued, include as Attachment 1H.)

☐ The Applicant complies with local zoning laws and regulations to operate a Medical Marijuana Cultivation facility at the address listed above at this time.

☐ The area of Newton Township has no local moratorium on Medical Marijuana facilities in place at this time. (3796:2-1-03(A)(4))

☐ The area of Newton Township has no zoning in place at this time.

Printed Name of Authorized Zoning Representative: **James R Smith**

Title: **Pressi**

Signature: [Signature]

[Signature]

Subscribed and sworn to before me this 14th day of June, 2017.

(SEAL)

NOTARY PUBLIC
1H Zoning Permit Cover Page
3796:2-1-02(B)(2)(k)

☐ Applicant has received local zoning approval and was issued a permit. Permit is attached after this cover page.

☐ No permit is attached.

Mark one of the boxes above.

Include this form in application even if no permit is attached.
To be Completed by Applicant

Name of Individual or Entity Applying for a Medical Marijuana Cultivator Certificate of Operations:

**grow ohio pharmaceuticals, llc**

I certify, to the best of my knowledge, that the following requirements comply as to the date of the application:

- No owner or officer is a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code.
- No owner or officer has ownership, financial interest, or a compensation arrangement with a laboratory licensed under Chapter 3796. of the Administrative Code or is an applicant for a license to conduct laboratory testing.

I certify, that I acknowledge the following condition of the review of my application:

- No owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796: 2-1-04(D)). If any owner or officer is included on more than one person’s application or entity’s application, the Department of Commerce will remove both applications from consideration.

Provide the following list for every individual who has an ownership interest or financial interest, either directly or indirectly through an entity, as defined in O.A.C. 3796:1-1-01, in the Applicant’s business or will directly or indirectly participate in the management of the operation. If the financial interest is in an entity, provide the individuals with an equity or profit interest in the entity. Attachment 1K is to be completed for each individual listed. Entries in the Identifier Legend column (Person A, Person B, etc.) must be used in place of an individual’s name if that individual is referenced in Section 2 of the application.

<table>
<thead>
<tr>
<th>Identifier Legend</th>
<th>Name (First, Middle, Last)</th>
<th>Role</th>
<th>% Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Ex: Person A</em></td>
<td>John Q. Public</td>
<td>Owner</td>
<td>5%</td>
</tr>
<tr>
<td>Business Owner 1/CEO</td>
<td>Melvin R. Kurtz</td>
<td>Owner</td>
<td>33.3</td>
</tr>
<tr>
<td>Business Owner 2</td>
<td>Jeffrey R. Sidwell</td>
<td>Owner</td>
<td>33.3</td>
</tr>
<tr>
<td>Business Owner 3</td>
<td>James A. Schoff</td>
<td>Owner</td>
<td>33.3</td>
</tr>
<tr>
<td>CFO</td>
<td>Steve M. Smith</td>
<td>Employee</td>
<td>0</td>
</tr>
<tr>
<td>General Counsel</td>
<td>Greg J. O'Brien</td>
<td>Employee</td>
<td>0</td>
</tr>
<tr>
<td>Accounting: Manager</td>
<td>Anthony D. Cieslak</td>
<td>Employee</td>
<td>0</td>
</tr>
<tr>
<td>Identifier Legend</td>
<td>Names (First, Middle, Last)</td>
<td>Role</td>
<td>% Interest</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----------------------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>COO/GM</td>
<td>Lillian E. Salerno</td>
<td>Employee</td>
<td>0</td>
</tr>
<tr>
<td>Master Grower</td>
<td>Josh d.B. Haupt</td>
<td>Employee</td>
<td>0</td>
</tr>
<tr>
<td>Cultivation Team Lead</td>
<td>Jeremy T. Shechter</td>
<td>Employee</td>
<td>0</td>
</tr>
<tr>
<td>Research Director</td>
<td>Dr. Yebo Li</td>
<td>Employee</td>
<td>0</td>
</tr>
<tr>
<td>PR/Community Relations</td>
<td>Caroline T. Henry</td>
<td>Employee</td>
<td>0</td>
</tr>
<tr>
<td>Physician</td>
<td>Dr. Nader A. Botros</td>
<td>Adv Board</td>
<td>0</td>
</tr>
<tr>
<td>Specialty Pharmacist</td>
<td>Nimesh C. Patel</td>
<td>Adv Board</td>
<td>0</td>
</tr>
<tr>
<td>Substance Abuse Research</td>
<td>Dr. Robert G. Carlson</td>
<td>Adv Board</td>
<td>0</td>
</tr>
<tr>
<td>Ag Industry Expert</td>
<td>Jerry L. Bingold</td>
<td>Adv Board</td>
<td>0</td>
</tr>
<tr>
<td>Plant Based Med Research</td>
<td>Dr. Richard T. Lee</td>
<td>Adv Board</td>
<td>0</td>
</tr>
<tr>
<td>Security/Anti Diversion Expert</td>
<td>Robert S. Graf</td>
<td>Adv Board</td>
<td>0</td>
</tr>
<tr>
<td>Community Leader</td>
<td>Dr. Michael L. Bullock</td>
<td>Adv Board</td>
<td>0</td>
</tr>
</tbody>
</table>
Submit an organizational chart of the proposed cultivation business. At a minimum, include representation of all principal officers, board members, and any other individual associated with the cultivation business.

Names on the organizational chart should match those listed on Attachment 1I.

Organizational chart should be represented on 8.5 x 11 pages and may use multiple pages to represent all individuals. Chart may be presented either in portrait or landscape views.

Chart should be clearly marked and legible.

Include this cover page.
1K Individual Background Information Form
(3796:2-1-02(B)(2), 3796:2-1-03(A))

To be Completed by each Individual Owner or Officer as listed on Attachment II

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Date of birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melvin Kurtz</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title (if applicable)</th>
<th>Role (Owner, Officer, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Owner</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td></td>
<td>Zip Code:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
<th>Email Address:</th>
</tr>
</thead>
</table>

☐ I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).

☐ I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

☐ I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

☐ I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796. of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(5)).

☐ I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796:2-1-04(D)). If any owner or officer is included on more than one applicant’s application, the Department will deny both applications.

☐ I certify that I am in compliance with all provisions of Chapter 3796. of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

☐ I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referenced organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

[Signature]

Date: 6-24-17

Subscribed and sworn to before me this 24 day of June, 2017.

(SEAL)  

ANTHONY CIESLAK  
NOTARY PUBLIC - STATE OF OHIO  
APPOINTED IN CUYAHOGA COUNTY  
APPOINTMENT EXPIRES JUNE 24, 2018

NOTARY PUBLIC
**Ohio Department of Commerce**

**Medical Marijuana Control Program (MMCP)**

---

**1K Individual Background Information Form**

(3796:2-1-02(B)(2), 3796:2-1-03(A))

To be Completed by each Individual Owner or Officer as listed on Attachment II

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Smith</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title (if applicable)</th>
<th>Role (Owner, Officer, etc.)</th>
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</thead>
<tbody>
<tr>
<td>CFO</td>
<td>Officer</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City:</th>
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<table>
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<tr>
<th>Phone Number</th>
<th>Email Address</th>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).

☐ I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

☐ I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

☐ I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796 of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(5)).

☐ I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796:2-1-04(D)). If any owner or officer is included on more than one applicant’s application, the Department will deny both applications.

☐ I certify that I am in compliance with all provisions of Chapter 3796 of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

☐ I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referred organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

Signature: [Signature]

Date: 6-17-17

Subscribed and sworn to before me this 17 day of June, 2017.

(SEAL)

NOTARY PUBLIC
## Individual Background Information Form

To be completed by each Individual Owner or Officer as listed on Attachment II

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title (if applicable)</th>
<th>Role (Owner, Officer, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>COO</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
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</tbody>
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<table>
<thead>
<tr>
<th>City</th>
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<th>Zip Code</th>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number</th>
<th>Email Address</th>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(D)).
- I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(A)).
- I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4751 of the Revised Code (3796:2-1-03(A)(2)(B)).
- I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796 of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-05(A)(5)).
- I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796:2-1-04(D)). If any owner or officer is included on more than one applicant's application, the Department will deny both applications.
- I certify that I am in compliance with all provisions of Chapter 3796 of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.
- I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referenced organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

Signature: [signature]  
Date: June 17, 2017

Subscribed and sworn to before me this 17th day of June, 2017

(SEAL)  
ANTHONY CIESLAK  
NOTARY PUBLIC  
STATE OF OHIO

MMCP-C-1001A (v1.1), Ohio Cultivator Application – Filing/Identifiers (Form 1K)  
Extra Copy
1K Individual Background Information Form  
(3796:2-1-02(B)(2), 3796:2-1-03(A))

To be Completed by each Individual Owner or Officer as listed on Attachment II

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Date of birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gregory Joseph O'Brien</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title (if applicable)</th>
<th>Role (Owner, Officer, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attorney</td>
<td>General Counsel/Officer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
</tr>
<tr>
<td>Zip Code:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
<th>Email Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(d)).

☐ I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

☐ I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

☐ I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796 of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(5)).

☐ I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796:2-1-04(D)). If any owner or officer is included on more than one applicant's application, the Department will deny both applications.

☐ I certify that I am in compliance with all provisions of Chapter 3796 of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

☐ I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referenced organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

Signature:  
Date: 6.15.17

Subscribed and sworn to before me this 15th day of June, 2017.

(SEAL)  
NOTARY PUBLIC

DONNA BARONE  
Notary Public, State of Ohio  
My Commission Expires  
August 19, 2017
1K Individual Background Information Form
(3796:2-1-02(B)(2), 3796:2-1-03(A))

To be Completed by each Individual Owner or Officer as listed on Attachment II

Name of Individual: Joshua Haupt

Role (Owner, Officer, etc.): CCO

Date of birth: [redacted]

Mailing Address: [redacted]

City: [redacted]  State: [redacted]  Zip Code: [redacted]

Phone Number: [redacted]  Email Address: [redacted]

☐ I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).

☐ I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

☐ I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

☐ I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796 of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(5)).

☐ I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796:2-1-04(D)). If any owner or officer is included on more than one applicant’s application, the Department will deny both applications.

☐ I certify that I am in compliance with all provisions of Chapter 3796 of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

☐ I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referred organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

Signature:  

Date  

June 1, 2017

Subscribed and sworn to before me this ___ day of June, 2017.

(SEAL)

MARC EDWARD HARVILL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154002143  
MY COMMISSION EXPIRES JANUARY 15, 2019

NOTARY PUBLIC
**Medical Marijuana Control Program (MMCP)**

**1K Individual Background Information Form**

(3796:2-1-02(B)(2), 3796:2-1-03(A))

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>[Redacted]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title (if applicable)</td>
<td>Cultivation Team Lead</td>
</tr>
<tr>
<td>Role (Owner, Officer, etc.)</td>
<td>Employee</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>City</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>State</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Zip Code</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Phone Number</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Email Address</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

- [ ] I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).
- [ ] I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2a)).
- [ ] I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2b)).
- [ ] I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796. of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(5)).
- [ ] I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796: 2-1-04(D)). If any owner or officer is included on more than one applicant’s application, the Department will deny both applications.
- [ ] I certify that I am in compliance with all provisions of Chapter 3796. of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.
- [ ] I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referred organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

Signature: [Signature] Date: 6/13/2017

Subscribed and sworn to before me this 13 day of June, 2017.

(SEAL)

NOTARY PUBLIC
**1K Individual Background Information Form**

(3796:2-1-02(B)(2), 3796:2-1-03(A))

To be Completed by each Individual Owner or Officer as listed on Attachment II

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Date of birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yebo Li</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title (if applicable)</th>
<th>Role (Owner, Officer, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>employee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
<th>Email Address:</th>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☑️ I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).

☑️ I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

☑️ I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

☑️ I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796. of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(5)).

☑️ I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796:2-1-04(D)). If any owner or officer is included on more than one applicant’s application, the Department will deny both applications.

☑️ I certify that I am in compliance with all provisions of Chapter 3796. of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

☑️ I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referenced organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>6/14/2017</td>
</tr>
</tbody>
</table>

Subscribed and sworn to before me this 14 day of June, 2017.

(SFAL)

NOTARY PUBLIC
1K Individual Background Information Form
(3796:2-1-02(B)(2), 3796:2-1-03(A))

To be Completed by each Individual Owner or Officer as listed on Attachment II

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Date of birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caroline T. Harvey</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title (if applicable)</th>
<th>Role (Owner, Officer, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>P2 Community Relations</td>
<td>Employee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
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</thead>
<tbody>
<tr>
<td>City:</td>
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<tr>
<td>State:</td>
</tr>
<tr>
<td>Zip Code:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
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<tbody>
<tr>
<td>Email Address:</td>
</tr>
</tbody>
</table>

☐ I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).

☐ I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

☐ I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

☐ I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796 of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(5)).

☐ I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796: 2-1-04(D)). If any owner or officer is included on more than one applicant’s application, the Department will deny both applications.

☐ I certify that I am in compliance with all provisions of Chapter 3796. of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

☐ I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referenced organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

<table>
<thead>
<tr>
<th>Signatures:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>06-26-2017</td>
</tr>
</tbody>
</table>

Subscribed and sworn to before me this 26 day of June, 2017.

(SEAL)

ANTONY CIESLAK
NOTARY PUBLIC

MMCP-C-1001A (v1.1), Ohio Cultivator Application – Filing/Identifiers (Form 1K)
1K Individual Background Information Form
(3796:2-1-02(B)(2), 3796:2-1-03(A))

To be Completed by each Individual Owner or Officer as listed on Attachment II

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anthony Cieslak</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title (if applicable)</th>
<th>Role (Owner, Officer, etc.)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Employee</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
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<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
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</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
<th>Email Address:</th>
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<tr>
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</tbody>
</table>

☐ I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).

☐ I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

☐ I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

☐ I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796. of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(3)).

☐ I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796: 2-1-04(D)). If any owner or officer is included on more than one applicant’s application, the Department will deny both applications.

☐ I certify that I am in compliance with all provisions of Chapter 3796. of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

☐ I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referenced organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

Signature: [Signature]

Date: 6-19-17

Subscribed and sworn to before me this 19 day of June, 2017.

KIMBERLY K KING
NOTARY PUBLIC
WAYNE COUNTY
STATE OF OHIO
My Comm. Expires
Nov. 15, 2021

Kimberly K. King
NOTARY PUBLIC
# 1K Individual Background Information Form

(3796:2-1-02(B)(2), 3796:2-1-03(A))

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Date of birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Schoff</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Role (Owner, Officer, etc.)</th>
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<tbody>
<tr>
<td>Owner</td>
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</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
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<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
<th>Email Address:</th>
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</tr>
</tbody>
</table>

- I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).

- I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

- I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

- I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796 of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(3)).

- I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796:2-1-04(D)). If any owner or officer is included on more than one applicant’s application, the Department will deny both applications.

- I certify that I am in compliance with all provisions of Chapter 3796 of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

- I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referenced organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>James A. Schopp</td>
<td>6-20-17</td>
</tr>
</tbody>
</table>

Subscribed and sworn to before me this 20th day of June, 2017.

(SEAL)

Kelly G. Mamajek
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 10/11/2017

NOTARY PUBLIC
To be Completed by each Individual Owner or Officer as listed on Attachment II

Name of Individual: Jeffrey Sidwell

Date of birth: [redacted]

Title (if applicable): 

Role (Owner, Officer, etc.): 

Owner

Mailing Address: [redacted]

City: [redacted]  State: [redacted]  Zip Code: [redacted]

Phone Number: [redacted]  Email Address: [redacted]

☐ I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).

☐ I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

☐ I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

☐ I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796 of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(5)).

☐ I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796: 2-1-04(D)). If any owner or officer is included on more than one applicant’s application, the Department will deny both applications.

☐ I certify that I am in compliance with all provisions of Chapter 3796 of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

☐ I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the abov-
referenced organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

Signature: ___________________________ Date: 6-21-17

Subscribed and sworn to before me this 21 day of June, 2017.

(Seal)

ANTHONY CIESLAK
NOTARY PUBLIC

MMCP-C-1001A (v1.1), Ohio Cultivator Application – Filing/Identifiers (Form 1K)
1K Individual Background Information Form
(3796:2-1-02(B)(2), 3796:2-1-03(A))

To be Completed by each Individual Owner or Officer as listed on Attachment II

Name of Individual: NADER BOTROS  
Date of birth: [Redacted]

Title (if applicable): Advisor  
Role (Owner, Officer, etc.): Advisor

Mailing Address: [Redacted]
City: [Redacted]  
State: [Redacted]  
Zip Code: [Redacted]

Phone Number: [Redacted]  
Email Address: [Redacted]

☑️ I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).

☑️ I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

☑️ I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

☑️ I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796, of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(5)).

☑️ I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796:2-1-04(D)). If any owner or officer is included on more than one applicant's application, the Department will deny both applications.

☑️ I certify that I am in compliance with all provisions of Chapter 3796, of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

☑️ I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referenced organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10/12/17</td>
</tr>
</tbody>
</table>

Subscribed and sworn to before me this 12 day of June, 2017.

(SEAL)

NOTARY PUBLIC
# 1K Individual Background Information Form

(3796-2-1-02(B)(2), 3796-2-1-03(A))

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Date of birth</th>
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<tbody>
<tr>
<td>NIMESH PATEL</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Role (Owner, Officer, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADVISOR</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
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<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
<th>Email Address:</th>
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</tbody>
</table>

- I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796-2-1-02(B)(2)(f)).

- I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796-2-1-03(A)(2)(a)).

- I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796-2-1-03(A)(2)(b)).

- I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796. of the Administrative Code or an applicant for a license to conduct laboratory testing (3796-2-1-03(A)(5)).

- I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796: 2-1-04(D)). If any owner or officer is included on more than one applicant’s application, the Department will deny both applications.

- I certify that I am in compliance with all provisions of Chapter 3796. of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

- I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referenced organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

Signature: [Signature]
Date: June 13, 2017

Subscribed and sworn to before me this 13 day of June, 2017.

(SEAL)

ANTHONY CIESLAK
NOTARY PUBLIC

MMCP-C-1001A (v1.1), Ohio Cultivator Application – Filing/Identifiers (Form 1K)
**1K Individual Background Information Form**

(3796:2-1-02(B)(2), 3796:2-1-03(A))

To be Completed by each Individual Owner or Officer as listed on Attachment II

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard T. Lee</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title (if applicable)</th>
<th>Role (Owner, Officer, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate Professor</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
<th>Email Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).

- I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

- I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

- I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796 of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(5)).

- I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796:2-1-04(D)). If any owner or officer is included on more than one applicant’s application, the Department will deny both applications.

- I certify that I am in compliance with all provisions of Chapter 3796 of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

- I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referred organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

Signature: [Signature] Date: June 21, 2017

Subscribed and sworn to before me this 21 day of June, 2017.

[Notary Seal]

CHARISE Y. PATTON
NOTARY PUBLIC
STATE OF OHIO
My Comm. Expires
Feb. 24, 2020

NOTARY PUBLIC
**1K Individual Background Information Form**  
(3796:2-1-02(B)(2), 3796:2-1-03(A))

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Date of birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Bullock</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
</tr>
<tr>
<td>Zip Code:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
<th>Email Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- [ ] I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).

- [ ] I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

- [ ] I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

- [ ] I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796. of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(5)).

- [ ] I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796: 2-1-04(D)). If any owner or officer is included on more than one applicant’s application, the Department will deny both applications.

- [ ] I certify that I am in compliance with all provisions of Chapter 3796. of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

- [ ] I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
Ohio Department of Commerce
Medical Marijuana Control Program (MMCP)

referenced organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Bollab</td>
<td>June 16, 2017</td>
</tr>
</tbody>
</table>

Subscribed and sworn to before me this 16 day of June, 2017.

(Seal)

Anthony Cieslak
Notary Public
1K Individual Background Information Form
(3796:2-1-02(B)(2), 3796:2-1-03(A))

To be Completed by each Individual Owner or Officer as listed on Attachment 11

Name of Individual: Jerry L. Bingold
Date of birth: [redacted]

Title (if applicable): Board Advisor
Role (Owner, Officer, etc.): [redacted]

Mailing Address:
City: [redacted]
State: [redacted]
Zip Code: [redacted]

Phone Number: [redacted]
Email Address: [redacted]

☐ I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).

☐ I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

☐ I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

☐ I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796 of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(5)).

☐ I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796:2-1-04(D)). If any owner or officer is included on more than one applicant's application, the Department will deny both applications.

☐ I certify that I am in compliance with all provisions of Chapter 3796 of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

☐ I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referenced organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

Signature: [Signature]
Date: 6/19/2017

_subscribed and sworn to before me this 19th day of June, 2017._

(SEAL) [Seal]
NOTARY PUBLIC

MMCP-C-1001A (v1.1), Ohio Cultivator Application – Filing/Identifiers (Form 1K)
IK Individual Background Information Form
(3796:2-1-02(B)(2), 3796:2-1-03(A))

To be Completed by each Individual Owner or Officer as listed on Attachment II

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert S. Graf</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title (if applicable)</th>
<th>Role (Owner, Officer, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Advisory Board</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
</tr>
</thead>
</table>

| City:                 | State: | Zip Code: |
|                       |        |           |

<table>
<thead>
<tr>
<th>Phone Number:</th>
<th>Email Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).

☐ I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

☐ I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

☐ I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796. of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(5)).

☐ I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796: 2-1-04(D)). If any owner or officer is included on more than one applicant’s application, the Department will deny both applications.

☐ I certify that I am in compliance with all provisions of Chapter 3796. of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

☐ I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referenced organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

Signature

Date

4.20.17

Subscribed and sworn to before me this 20 day of June, 2017.

(SEAL)

ANTHONY CIESLICK
NOTARY PUBLIC

MMCP-C-1001A (v1.1), Ohio Cultivator Application – Filing/Identifiers
# 1K Individual Background Information Form

(3796:2-1-02(B)(2), 3796:2-1-03(A))

To be Completed by each Individual Owner or Officer as listed on Attachment II

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Date of birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert G. Carlson</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title (if applicable)</th>
<th>Role (Owner, Officer, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professor</td>
<td>Advisory Board Member</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>County</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☑️ I understand that the Department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program, I hereby authorize the release of any and all information of a confidential or privileged nature to the Department and its agents (3796:2-1-02(B)(2)(f)).

☑️ I certify that I have not been convicted of any disqualifying offense as described in Chapter 3796 of the Ohio Administrative Code (3796:2-1-03(A)(2)(a)).

☑️ I certify that I am not a physician who has been certified or applied for certification to recommend medical marijuana under Chapter 4731.30 of the Revised Code (3796:2-1-03(A)(2)(b)).

☑️ I certify that I have no ownership investment interest, or a compensation arrangement with a laboratory licensed under Chapter 3796 of the Administrative Code or an applicant for a license to conduct laboratory testing (3796:2-1-03(A)(5)).

☑️ I certify that I acknowledge that no owner or officer may have a financial interest in more than one provisional license or cultivator certificate of operation at any time (3796:2-1-04(D)). If any owner or officer is included on more than one applicant’s application, the Department will deny both applications.

☑️ I certify that I am in compliance with all provisions of Chapter 3796 of the Administrative Code regarding prohibited license holders and that the information I have provided is true and correct.

☑️ I hereby authorize the Ohio Department of Taxation and any of its agents and/or employees to release information to the Ohio Department of Commerce. These records and information shall be limited to the information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. I expressly waive the confidentiality provisions of the Ohio Revised Code, which would otherwise prohibit disclosure, and agree to hold the above-
referenced organizations harmless with respect to the disclosure herein. I certify under the penalties of perjury that I am the taxpayer identified below.

ROBERT G. CARLSON

Signature: ___________________________ Date: 6/16/17

Subscribed and sworn to before me this 16th day of June, 2017.

(SEAL)

ANTHONY CIESEK
NOTARY PUBLIC

MMCP-C-1001A (v1.1), Ohio Cultivator Application – Filing/Identifiers (Form 1K)
To be Completed by Applicant

**Name of Individual or Entity Applying for a Medical Marijuana Cultivator Certificate of Operations:**

grow ohio pharmaceuticals, llc

Provide information regarding all other medical marijuana licenses, permits, or registrations ever held, current or expired, by the Applicant in any other U.S. jurisdiction (Attach copies of this form to list any additional entities):

<table>
<thead>
<tr>
<th>State</th>
<th>Type</th>
<th>Dates of Issue/Expiration</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>CO</td>
<td>Retail Marijuana Cultivation Licenses</td>
<td>July 11, 2016 / July 11, 2017</td>
<td>196279</td>
</tr>
<tr>
<td>CO</td>
<td>Retail Marijuana Cultivation Licenses</td>
<td>Exp. January 1, 2018</td>
<td>403R-00090</td>
</tr>
<tr>
<td>CO</td>
<td>OPC - Owner</td>
<td>Exp. October 1, 2017</td>
<td>M19032</td>
</tr>
</tbody>
</table>

☐ I certify that, to the best of my knowledge, no owner or officer has received any revocation or suspension for any licensure related to the distribution of marijuana. (3796:2-1-02(B)(2)(j)(iii))

☐ I hereby specifically grant permission to the above listed states or jurisdictions and their licensing agency or authority to release to the Ohio Medical Marijuana Control Program any and all information relating to the application, licensure or authorization to produce or otherwise deal in the distribution of marijuana in any form, including the following:

- Any denial, suspension, revocation or other significant sanction of the application, license, or authorization, and
- A copy of documentation so indicating; or
- A statement that the applicant was so licensed or authorized and was never sanctioned. (3796:2-1-02(B)(2)(j)(iii))

☐ I certify that, to the best of my knowledge, the attached documentation indicates proof of tax compliance for individuals and businesses at the state level for all jurisdictions outside the State of Ohio in which applicant has operated as a business. Acceptable documentation includes tax summary pages or a valid certification indicating tax compliance issued by the appropriate taxation authority. This documentation shall be provided for every person or entity with a financial interest of one percent or greater in the applicant covering the three years before the filing of the application. **Please note that any information provided by the applicant, including tax returns, would be considered a “public record” as defined in R.C. 149.43(A)(1).**
Ohio Department of Commerce

Medical Marijuana Control Program (MMCP)

Signature: [Signature]
Date: June 1, 2017

Subscribed and sworn to before me this 1 day of JUNE, 2017.

(SEAL)

MARC EDWARD HARVILL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154002143
MY COMMISSION EXPIRES JANUARY 15, 2019

NOTARY PUBLIC
Applicant has licenses from one or more businesses in other jurisdictions. License copies are attached after this cover page.

☐ No license copies are attached.

Mark one of the boxes above.

Include this form in application even if no license copies are attached.
CITY OF AURORA
Marijuana Enforcement Division

Tree House
482 Laredo St., Units B-O
Aurora, Colorado 80011

Retail Marijuana Cultivation License 190279
Effective Date Of License: July 17, 2016
License Valid Through: July 16, 2017

State MED License 403R-00349

This license is issued subject to the laws of the city of Aurora and especially under the provisions of Chapter 6, Article II as amended. This license is nontransferable and shall be conspicuously posted in the place above described. The license is only valid through the expiration date shown above. This license is not enforced unless accompanied by an issued State of Colorado Retail Marijuana License. Both must be on display. Any questions concerning this license should be addressed to: City of Aurora, Marijuana Enforcement Division, 15151 E. Alameda Parkway, 5th Floor, Aurora, Colorado 80012.

Robin J. Peterson, Division Manager
Terri Velasquez, Finance Director
STATE OF COLORADO
DEPARTMENT OF REVENUE

Marijuana
Enforcement Division

Retail Marijuana
Conditional License

SUPER FARM, LLC

DENVERS DUTCH

5395 East 39th Avenue, Denver, CO 80207
Retail Marijuana Cultivation Facility - 403R-00090

License Valid Through: 01/01/2018

This license is conditioned upon Local Authority approval, pursuant to section 12-43.4-304(1) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.4, as amended. A licensee shall not exercise any of the rights or privileges of this license until such time as all such Medical Marijuana and Medical Marijuana-Infused Product are fully transferred and declared in the inventory tracking system as Retail Marijuana and Retail Marijuana Product, pursuant to Rule R211 & R309. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 300, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

James Burack
Division Director

Barbara J. Brohl, Executive Director
Attach a record of tax payments in the form of tax summary pages or a valid certification indicating tax compliance issued by the appropriate taxation authority for individuals and businesses at the state and federal level and in all jurisdictions in which an applicant has operated as a business for every person with a financial interest of one percent or greater in the applicant for the three years before the filing of the application. **Please note that any information provided by the applicant, including tax returns from other jurisdictions, would be considered a “public record” as defined in R.C. 149.43(A)(1).**

Include this cover page.
10 Disadvantaged Group Applicant Form
3796:2-1-03(C)(1)(a), 3796:2-1-03(C)(4)(a)(l), 3796:2-1-03(C)(4)(b)

<table>
<thead>
<tr>
<th>To be Completed by Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Individual or Entity Applying for a Medical Marijuana Cultivator Certificate of Operations:</td>
</tr>
<tr>
<td>grow ohio pharmaceuticals, llc</td>
</tr>
</tbody>
</table>

**Indicate which (if any) of the following additional criteria apply:**

- [ ] I certify that the principal place of business and headquarters of this organization is Ohio. (3796:2-1-03(C)(1)(a))

- [ ] I certify that the applicant’s business is owned and controlled by a U.S. citizen who is a resident of Ohio and is a member of one of the economically disadvantaged groups set forth in division (C) of section 3796.09 of the Revised Code. For purposes of this section, “owned and controlled” means that at least fifty-one percent of the business, including corporate stock in a corporation, is owned by persons who belong to one or more of the groups set forth in the rule, and that those owners have control over the management and day-to-day operations of the business and an interest in the capital, assets, and profits and losses of the business proportionate to their percentage of ownership. (3796:2-1-03(C)(4)(a))

- [ ] I certify that the applicant’s business is owned and controlled as a woman-owned business by a U.S. citizen who is a resident of Ohio. principal place of business and headquarters of this organization is Ohio. For purposes of this section, “owned and controlled” means that at least fifty-one percent of the business, including corporate stock in a corporation, is owned by persons who belong to one or more of the groups set forth in the rule, and that those owners have control over the management and day-to-day operations of the business and an interest in the capital, assets, and profits and losses of the business proportionate to their percentage of ownership. (3796:2-1-03(C)(4)(b))

Note: Additional criteria, as described in 3796:2-1-03, may be submitted in Section 2 of the Ohio Cultivator Application Filing Packet. See MMCP-C-1001B,

**Signature:** [Signature]

**Date:** 6-24-17

* The members of the economically disadvantaged groups must be identified in Form 11 along with their percentage of ownership.
# IP Entity Identifier Legend Form

In addition to Form 11 Owners and Officers Roster Form for individuals, entries in the Entity Identifier Legend must be used in place of an entity’s name for any entity that is referenced in Section 2 of the application.

<table>
<thead>
<tr>
<th>Identifier Legend</th>
<th>Entity Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: Entity A</td>
<td>ACME Construction</td>
</tr>
<tr>
<td>Example: Entity B</td>
<td>Capital Investors, LLC</td>
</tr>
<tr>
<td>The Company</td>
<td>grow ohio pharmaceuticals, llc</td>
</tr>
<tr>
<td>Cultivation Consultancy</td>
<td>Medicine Man Technologies, LLC</td>
</tr>
<tr>
<td>The Business Owners</td>
<td>Mel Kurtz, Jeff Sidwell &amp; Jim Schoff combined</td>
</tr>
<tr>
<td>Business Owner 1/CEO</td>
<td>Mel Kurtz</td>
</tr>
<tr>
<td>Business Owner 2</td>
<td>Jeff Sidwell</td>
</tr>
<tr>
<td>Business Owner 3</td>
<td>Jim Schoff</td>
</tr>
<tr>
<td>CFO</td>
<td>Steve Smith</td>
</tr>
<tr>
<td>COO/General Manager</td>
<td>Lillian Salerno</td>
</tr>
<tr>
<td>General Counsel</td>
<td>Greg O'Brien</td>
</tr>
<tr>
<td>Master Grower</td>
<td>Josh Haupt</td>
</tr>
<tr>
<td>Cultivation Team Lead</td>
<td>Jeremy Shechter</td>
</tr>
<tr>
<td>Research Director</td>
<td>Dr. Yebo Li</td>
</tr>
<tr>
<td>Accounting Manager</td>
<td>Anthony Cieslak</td>
</tr>
<tr>
<td>PR/Community Relations</td>
<td>Caroline Henry</td>
</tr>
<tr>
<td>Specialty Pharmacist</td>
<td>Nimesh Patel</td>
</tr>
<tr>
<td>Physician</td>
<td>Nader Botros</td>
</tr>
<tr>
<td>Substance Abuse Research</td>
<td>Dr. Robert Carlson</td>
</tr>
<tr>
<td>Plant Medicine Research</td>
<td>Dr. Richard Lee</td>
</tr>
</tbody>
</table>
In addition to Form 11 Owners and Officers Roster Form for individuals, entries in the Entity Identifier Legend must be used in place of an entity’s name for any entity that is referenced in Section 2 of the application.

<table>
<thead>
<tr>
<th>Identifier Legend</th>
<th>Entity Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: Entity A</td>
<td>ACME Construction</td>
</tr>
<tr>
<td>Example: Entity B</td>
<td>Capital Investors, LLC</td>
</tr>
<tr>
<td>Ag Industry Expert</td>
<td>Jerry Bingold</td>
</tr>
<tr>
<td>Community Leader</td>
<td>Dr. Michael Bullock</td>
</tr>
<tr>
<td>Renewable Energy System</td>
<td>Zanesville Energy, LLC</td>
</tr>
<tr>
<td>Business 1</td>
<td>quasar energy group, llc</td>
</tr>
<tr>
<td>Security Firm</td>
<td>Viridis Security Group</td>
</tr>
<tr>
<td>Security/Anti-Diversion Expert</td>
<td>Robert Graf</td>
</tr>
</tbody>
</table>
1Q Trade Secret and Infrastructure Record Notification Form

The undersigned is an Applicant for a medical marijuana cultivator license. The Applicant understands that the Department of Commerce is an entity of the State of Ohio and any documents or data submitted to the State of Ohio may be disclosed by the State pursuant to an Ohio Public Records Act request.

While the Ohio Public Records Act permits certain exclusions from disclosure, Applicant understands the State makes no guarantee or promises that such data will not be disclosed. Applicant has reviewed the Ohio Public Records Act, as well as relevant case law.

Applicant understands that the documents or data it provides to the State of Ohio may not be confidential, or if confidential, may or may not be disclosed pursuant to an Ohio Public Records Act request.

Applicant understands that there are additional requirements in order to claim a trade secret or infrastructure record exception. Applicant understands that materials consisting of trade secrets or infrastructure records must be clearly marked, specifying the pages of the application submission that are to be restricted and justifying the trade secret designation or infrastructure designation for each item.

Signature of Person or Authorized Representative

Date

Printed Name of Applicant

grow ohio pharmaceuticals, llc
Application Materials Exempt From Disclosure

Trade Secrets Exempt From Disclosure

While public agencies have a duty to disclose “public records” when appropriate requests are made, under R.C. 149.43(v), a public record does not include any document “the release of which is prohibited by state or federal law.”

Trade secrets are defined under Ohio’s adoption of the Uniform Trade Secrets Act to include “any information, including…any business information or plans, financial information, or listing of names” that (1) derives actual or potential independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. R.C. 1333.61(D).

Ohio Revised Code Sections 1333.61 through 1333.69 forbid the unauthorized disclosure or acquisition of trade secrets and Ohio law allows for an injunction against the misappropriation of trade secrets.

The Ohio Supreme Court has determined that these provisions meet the standard that the release of these records would be “prohibited by state or federal law” and, as such, trade secrets are exempt from disclosure under the catch-all provision in R.C. 149.43(A)(1)(v). See State ex rel. Besser v. Ohio State Univ., 89 Ohio St.3d 396 (2000).

The Ohio Supreme Court has established six factors it uses to determine whether something warrants trade secret protection:

1. The extent to which the information is known outside the business;
2. The extent to which it is known to those inside the business, i.e., by the employees;
3. The precautions taken by the holder of the trade secret to guard the secrecy of the information;
4. The savings effected and the value to the holder in having the information as against competitors;
5. The amount of effort or money expended in obtaining and developing the information; and
6. The amount of time and expense it would take for others to acquire and duplicate the information.

Besser, quoting State ex rel. Plain Dealer v. Ohio Dept. of Ins., 80 Ohio St.3d 513, 524-525 (1997).

Grow Ohio Pharmaceuticals has included a number of documents in its application submitted to the Medical Marijuana Control Program/Department of Commerce that constitute trade secret information under Ohio law, including without limitation the following case authority:

- State ex rel. Am. Ctr. For Economic Equality v. Jackson, 8th Dist. No. 102298, 2015-Ohio-4981 (finding a document containing a list of names and email addresses was exempt from disclosure as a trade secret);
- *Salemi v. Cleveland Metroparks*, 8th Dist. No. 100761, 2014-Ohio-3914 (finding customer lists and marketing plan of public golf course exempt from disclosure pursuant to trade secret exemption);

The information identified in the chart below includes information that is not known outside of Grow Ohio Pharmaceuticals’ business, and for which Grow Ohio Pharmaceuticals has taken necessary precautions to guard the secrecy of the information. In addition, Grow Ohio Pharmaceuticals has spent significant amounts of money, time, and expense to develop the information, and there is an enormous amount of value in guarding the information from being disclosed to Grow Ohio Pharmaceuticals’ competitors.

Accordingly, under Ohio law, the following sections, forms, and attachments are exempt from disclosure under Ohio public records law because the information contained constitutes protected trade secrets:

<table>
<thead>
<tr>
<th>Section</th>
<th>Form/Page Number(s)/Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section 1</strong></td>
<td>• Operating Agreement attached to Form 1A</td>
</tr>
<tr>
<td></td>
<td>• Owners and Officers Form 1I</td>
</tr>
<tr>
<td></td>
<td>• Organizational Chart attached to Form 1J</td>
</tr>
<tr>
<td></td>
<td>• Entity Identifier Legend Form 1P</td>
</tr>
<tr>
<td><strong>Section 2: 2A – Business Plan</strong></td>
<td>• Pages 1 - 15;</td>
</tr>
<tr>
<td><strong>Section 2: 2B – Operations Plan</strong></td>
<td>• Pages 1 - 30</td>
</tr>
<tr>
<td><strong>Section 2: 2C – Quality Assurance Plan</strong></td>
<td>• Pages 3 - 30</td>
</tr>
<tr>
<td><strong>Section 2: 2D – Security Plan</strong></td>
<td>• Pages 1 - 30</td>
</tr>
<tr>
<td><strong>Section 2: 2E – Financial Plan</strong></td>
<td>• Pages 1 - 10</td>
</tr>
</tbody>
</table>

*Infrastructure Records Exempt From Disclosure*

In addition to trade secret information that is exempted from disclosure, Ohio law also exempts infrastructure records, which are defined as “any record that discloses the configuration of critical systems including, but not limited to, communication, computer, electrical, mechanical, ventilation, water, and plumbing systems, security codes, or the infrastructure or structural configuration of a building.”

Grow Ohio Pharmaceuticals has included a number of documents that constitute infrastructure records in the application submitted to the Medical Marijuana Control Program/Department of Commerce, identified by section and page number/attachment as follows:
<table>
<thead>
<tr>
<th>Section</th>
<th>Page Number/Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td>- Site Layout</td>
</tr>
<tr>
<td>Section 2: 2A – Business Plan</td>
<td>- N/A</td>
</tr>
<tr>
<td>Section 2: 2B – Operations Plan</td>
<td>Pages: 1 – 18, 21, 24 - 30</td>
</tr>
<tr>
<td>Section 2: 2C – Quality Assurance Plan</td>
<td>Pages: 11, 17 - 18</td>
</tr>
<tr>
<td>Section 2: 2D – Security Plan</td>
<td>Pages: 1 – 22, and 24 – 30</td>
</tr>
<tr>
<td>Section 2: 2E – Financial Plan</td>
<td>- N/A</td>
</tr>
</tbody>
</table>
Cultivator Application – Financial Interest Tax Processing Form

Applicant Name: grow ohio pharmaceuticals, llc

Applicant Number (if applicable):

Taxpayer Name: Melvin R Kurtz

Taxpayer Address: [Redacted]

Taxpayer FEIN/SSN: [Redacted]

The above-named Taxpayer hereby authorize the Ohio Department of Taxation ("Department") and any of its agents and/or employees to release information to the Department of Commerce. This information shall be limited to information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. Taxpayer expressly waives the confidentiality provisions of the Ohio Revised Code which would otherwise prohibit disclosure, and agrees to hold the Department harmless with respect to the disclosure herein.

By signing, I certify that, to the best of my knowledge, the documentation provided with Form 1L and/or Form 1N indicates proof of tax compliance for individuals and businesses at the state level for all jurisdictions outside the State of Ohio in which Taxpayer applicant has operated as a business. Acceptable documentation includes tax summary pages or a valid certification indicating tax compliance issued by the appropriate taxation authority. This documentation shall be provided for every person or entity with a financial interest of one percent or greater in the applicant covering the three years before the filing of the application. **Please note that any information provided by the applicant, including tax returns from other jurisdictions, would be considered a "public record" as defined in R.C. 149.43(A)(1).**

<table>
<thead>
<tr>
<th>Legal Business Name</th>
<th>FEIN</th>
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[SEE OTHER SIDE TO COMPLETE FORM]
If Taxpayer has a controlling financial interest or had a controlling financial interest within the last three years in a business in an industry unrelated to marijuana, please list the applicable information below.

<table>
<thead>
<tr>
<th>Legal Business Name</th>
<th>FEIN</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independence Services, Inc.</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
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</table>

* If inadequate space is provided on this form, the Taxpayer shall provide the additional information on a separate form that clearly articulates and legibly states the information requested in this form.

I certify under penalties of perjury that I have the authority to legally bind the Taxpayer to this Authorization.

Name and Title of Taxpayer: Melvin R Kurtz

Signature: [Signature]

Taxpayer Telephone Number: [Redacted]

Please send the completed form to:

Ohio Department of Commerce
Atttn: MMCP Program
77 S. High Street, 23rd Floor
Columbus, OH 43215
Cultivator Application – Financial Interest Tax Processing Form

Applicant Name: grow ohio pharmaceuticals, llc

Applicant Number (if applicable):

Taxpayer Name: Jeffrey R Sidwell

Taxpayer Address: [Redacted]

Taxpayer FEIN/SSN: [Redacted]

The above-named Taxpayer hereby authorize the Ohio Department of Taxation ("Department") and any of its agents and/or employees to release information to the Department of Commerce. This information shall be limited to information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. Taxpayer expressly waives the confidentiality provisions of the Ohio Revised Code which would otherwise prohibit disclosure, and agrees to hold the Department harmless with respect to the disclosure herein.

By signing, I certify that, to the best of my knowledge, the documentation provided with Form 11L and/or Form 11N indicates proof of tax compliance for individuals and businesses at the state level for all jurisdictions outside the State of Ohio in which Taxpayer applicant has operated as a business. Acceptable documentation includes tax summary pages or a valid certification indicating tax compliance issued by the appropriate taxation authority. This documentation shall be provided for every person or entity with a financial interest of one percent or greater in the applicant covering the three years before the filing of the application. **Please note that any information provided by the applicant, including tax returns from other jurisdictions, would be considered a “public record” as defined in R.C. 149.43(A)(1).**

If Taxpayer has a financial interest or had a financial interest within the last three years in a medical marijuana entity operating outside the State of Ohio, please list the applicable information below.

<table>
<thead>
<tr>
<th>Legal Business Name</th>
<th>FEIN</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

[SEE OTHER SIDE TO COMPLETE FORM]
If Taxpayer has a controlling financial interest or had a controlling financial interest within the last three years in a business in an industry unrelated to marijuana, please list the applicable information below.

<table>
<thead>
<tr>
<th>Legal Business Name</th>
<th>FEIN</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidwell Materials, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sidco Development, Inc.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* If inadequate space is provided on this form, the Taxpayer shall provide the additional information on a separate form that clearly articulates and legally states the information requested in this form.

I certify under penalties of perjury that I have the authority to legally bind the Taxpayer to this Authorization.

Name and Title of Taxpayer: Jeffrey R. Sidwell
Signature: [Signature]
Date: 6-21-17
Taxpayer Telephone Number: [Number]

Please send the completed form to:

Ohio Department of Commerce  
Attn: MMCP Program  
77 S. High Street, 23rd Floor  
Columbus, OH 43215

MMCP-C-1001D (v1.0), Cultivator Application – Additional Financial Interest Tax Form  
Page 2 of 2
Ohio Department of Commerce

Medical Marijuana Control Program (MMCP)

Cultivator Application – Financial Interest Tax Processing Form

Applicant Name: grow ohio pharmaceuticals, llc

Applicant Number (if applicable):

Taxpayer Name: James A. Schott

Taxpayer Address:

Taxpayer FEIN/SSN:

The above-named Taxpayer hereby authorize the Ohio Department of Taxation ("Department") and any of its agents and/or employees to release information to the Department of Commerce. This information shall be limited to information obtained and maintained by the Ohio Department of Taxation and shall not contain any federal tax information as defined in I.R.C. 6103 and received from the Internal Revenue Service. Taxpayer expressly waives the confidentiality provisions of the Ohio Revised Code which would otherwise prohibit disclosure, and agrees to hold the Department harmless with respect to the disclosure herein.

By signing, I certify that, to the best of my knowledge, the documentation provided with Form 1L and/or Form 1N indicates proof of tax compliance for individuals and businesses at the state level for all jurisdictions outside the State of Ohio in which Taxpayer applicant has operated as a business. Acceptable documentation includes tax summary pages or a valid certification indicating tax compliance issued by the appropriate taxation authority. This documentation shall be provided for every person or entity with a financial interest of one percent or greater in the applicant covering the three years before the filing of the application. **Please note that any information provided by the applicant, including tax returns from other jurisdictions, would be considered a “public record” as defined in R.C. 149.43(A)(1).**

<table>
<thead>
<tr>
<th>If Taxpayer has a financial interest or had a financial interest within the last three years in a medical marijuana entity operating outside the State of Ohio, please list the applicable information below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Business Name</td>
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<tr>
<td>[SEE OTHER SIDE TO COMPLETE FORM]</td>
</tr>
</tbody>
</table>
If Taxpayer has a controlling financial interest or had a controlling financial interest within the last three years in a business in an industry unrelated to marijuana, please list the applicable information below.

<table>
<thead>
<tr>
<th>Legal Business Name</th>
<th>FEIN</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schoff Enterprises, LLC</td>
<td></td>
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</tr>
</tbody>
</table>

* If inadequate space is provided on this form, the Taxpayer shall provide the additional information on a separate form that clearly articulates and legibly states the information requested in this form.

I certify under penalties of perjury that I have the authority to legally bind the Taxpayer to this Authorization.

Name and Title of Taxpayer: James A. Schoff

Signature: [Signature] Date: 6-20-17

Taxpayer Telephone Number: [Redacted]

Please send the completed form to:

Ohio Department of Commerce
Attn: MMCP Program
77 S. High Street, 23rd Floor
Columbus, OH 43215
Cultivator Application – Filing Packet Section 2: Non-Identifiers

Instructions are provided in a separate document: Cultivator Application – Request for Applications / Instructions Packet (MMCP-C-1000).

**Cultivator Application – Filing Packet Section 2 Non-Identifiable Information Checklist**

*Please note: All of the following must be submitted in a non-identified format.*

<table>
<thead>
<tr>
<th>To be Completed by Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ I hereby acknowledge and understand that if I include identifiable information in this section (Section 2) of the application, the identifiable information will be redacted and two points will be deducted from the applicant’s total raw score for every instance that identifiable information is used and redacted in this section, not to exceed five instances that require redaction. I also acknowledge and understand that if more than five pieces of identifiable information need redacted from Section 2 of the application, the application will be denied.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Completed (✓)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2A</td>
<td>Business Plan</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Experience in Business</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Business Model</td>
<td>✓</td>
</tr>
<tr>
<td>2B</td>
<td>Operations Plan</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Experience in Agriculture / Cultivation</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Cultivation Methods and Proposed Strains</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Product Time and Production Schedule</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Marijuana Cultivation Area Layout and Environment</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Standard Operating Procedures</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Staffing and Training</td>
<td>✓</td>
</tr>
<tr>
<td>2C</td>
<td>Quality Assurance Plan</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Packaging and Labeling</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Production Control</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Inventory Control</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Disposal and Waste Removal</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Adverse Events and Recall Procedures</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Record Keeping and Regulatory Compliance</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Security Plan</td>
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<tr>
<td>2D</td>
<td>Surveillance Technology and Physical Security</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Transportation</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Facility Plot Plan and Specifications</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Emergency Notification Procedures</td>
<td>✓</td>
</tr>
<tr>
<td>2E</td>
<td>Financial Plan</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Funding Analyses</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Operating Expense Breakdown</td>
<td>✓</td>
</tr>
</tbody>
</table>
2A Business Plan
(Maximum of 15 pages, see instructions for formatting)

*Please note: The following must be submitted in a non-identified format. Include this form as a cover page.*

Applicant should provide a narrative detailing support for the following:

**Part I: Experience in Business**

Experience, which includes generic, non-specific information on business licenses held by any person affiliated with the applicant. (3796:2-1-03(B)(1)(c))

**Part II: Business Model**

(A) A proposed business model demonstrating a likelihood of success, a sufficient business ability, and experience on the part of the applicant. (3796:2-1-03(B)(1)(a))

(B) (OPTIONAL) If applicant is seeking additional scoring considerations on an Ohio Based Jobs and economic development plan, the applicant may also provide a plan for generating Ohio-based jobs and economic development. (3796:2-1-03(C)(1)(b))
2B Operations Plan
(Maximum of 30 pages, see instructions for formatting)

Please note: The following must be submitted in a non-identified format.
Include this form as a cover page.

Applicant should provide a narrative detailing support for the following:

Part I: Experience in Agriculture / Cultivation

Demonstrating experience with the cultivation of medical marijuana or agricultural or horticultural products, operation of an agriculturally related business, or operation of a horticultural business. (3796:2-1-02(B)(3)(b), 3796:2-1-03(B)(2)(b))

Part II: Cultivation Methods and Proposed Strains

(A) Agricultural cultivation techniques / Documentation of cultivation methods and standards that will provide a steady, uninterrupted supply of medical marijuana. (3796:2-1-02(B)(3)(a), 3796:2-1-03(B)(2)(a))

(B) A list of medical marijuana varieties proposed to be grown with estimated cannabinoid profiles, if known, including varieties with high cannabidiol content. (3796:2-1-02(B)(3)(c), 3796:2-1-03(B)(2)(c))

(C) (OPTIONAL) If applicant is seeking additional scoring considerations on a research plan, the applicant may provide the department with a detailed proposal to conduct or facilitate a scientific study or studies related to the medicinal use of marijuana. (3796:2-1-03(C)(5))

Part III: Product Timeline and Production Schedule

Indicate the estimated timeline and production schedule. Describe how all raw materials will proceed from the assignment of a plant identifier to the shipment to a dispensary as dried product or to the processor for production of a processed product. Please indicate the estimated time elapsed for each area of production and/or each process involved at that particular stage of production.

Part IV: Marijuana Cultivation Area Layout and Environment

Facility specifications, including the cultivation environment, layout of the marijuana cultivation area (i.e. grow tables, tiered or stacked orientation, etc.) evidencing that the applicant will comply with the requirements of Chapter 3796 of the Revised Code and will operate in
Part V: Standard Operating Procedures

(A) The implementation of standards and guidelines for cultivating, propagating, vegetating, flowering, and harvesting medical marijuana, including safety protocols and equipment. (3796:2-1-02(B)(3)(e))

(B) (OPTIONAL) If applicant is seeking additional scoring considerations for submitting an environmental plan, the applicant may demonstrate an environmental plan of action to minimize the carbon footprint, energy usage, environmental impact, and resource needs for the production of medical marijuana. (3796:2-1-03(C)(2)(a))

(C) (OPTIONAL) If applicant is seeking additional scoring considerations for submitting an environmental plan, the applicant may describe any plans for the construction or use of a greenhouse cultivation facility, energy efficient lighting, use of alternative energy, the treatment of waste water and runoff, and scrubbing or treatment of exchanged air. (3796:2-1-03(C)(2)(b))

Part VI: Staffing and Training

(A) Staffing and training guidelines/ Facility staffing and employment matters, including employee training and employee compliance with Chapter 3796 of the Revised Code and in accordance with the rules promulgated pursuant to Chapter 3796 of the Revised Code. (3796:2-1-03(B)(2)(e), 3796:2-1-02(B)(3)(f))

(B) (OPTIONAL) If applicant is seeking additional scoring considerations on employment practices, the applicant may demonstrate a plan of action to inform, hire, and educate minorities, women, veterans, disabled persons, and Ohio residents. (3796:2-1-03(C)(3))
2C Quality Assurance
(Maximum of 30 pages, see instructions for formatting)

*Please note: The following must be submitted in a non-identified format.*
*Include this form as a cover page.*

**Applicant should provide a narrative detailing support for the following:**

**Part I: Packaging and Labeling**

*Elements of a quality assurance plan shall include best practices for the packaging and labeling of medical marijuana.* (3796:2-1-02(B)(4)(b), 3796:2-1-03(B)(3)(b))

**Part II: Production Control**

*Intended use of pesticides, fertilizers, and other agricultural products or production control factors in the cultivation of medical marijuana.* (3796:2-1-02(B)(4)(a), 3796:2-1-03(B)(3)(a))

**Part III: Inventory Control**

*An inventory control plan.* (3796:2-1-02(B)(4)(d), 3796:2-1-03(B)(3)(d))

**Part IV: Disposal and Waste Removal**

*Standards for the disposal/destruction of medical marijuana waste and other wastes.* (3796:2-1-02(B)(4)(e), 3796:2-1-03(B)(3)(e))

**Part V: Adverse Events and Recall Procedures**

*Recall policies and procedures in the event of contamination, expiration or other circumstances that render the medical marijuana unsafe or unfit for consumption, including, at a minimum, identification of the products involved, notification to the dispensary or others to whom the product was sold or otherwise distributed, and how the products will be disposed of if returned to or retrieved by the applicant.* (3796:2-1-02(B)(4)(f), 3796:2-1-03(B)(3)(f), 3796:2-2-03)
Part VI: Record Keeping and Regulatory Compliance

(A) Record keeping policies and procedures that will ensure the facility complies with rule 3796:2-2-08 of the Administrative Code. (3796:2-1-02(B)(5)(a))

(B) Implementation and compliance with the inventory tracking system. (3796:2-1-02(B)(4)(c), 3796:2-1-03(B)(3)(c), 3796:2-2-04)
2C Quality Assurance Plan  
Part I: Packaging and Labeling

Packaging and labeling of medical marijuana is of the utmost importance when considering patient, product, and public safety. Packaging should preserve the safety and integrity of the medical marijuana plant material prior to delivery to a licensed Ohio processor and/or dispensary operator (after acquiring the requisite plant-only processor license). Labeling should be clear and informative, identifying the medical marijuana plant material, associated weights, cannabinoid profiles, expiration dates, and other required elements as outlined by State of Ohio and local laws.

The Company is confident in our ability to produce a safe and consistent supply of medical marijuana plant material and minimize the deviation in quality between production batches. The Company will ensure that all medical marijuana plant material is safely packaged and properly labeled, aiding the licensed processor and/or distributor’s ability to easily identify, track, and manage inbound production batches. The Company understands the packaging and labeling laws established in Ohio and will operate in compliance with these laws. The Company will also ensure poison control information is clearly displayed along with all other required information on every product as directed by the State. Per Section 3796:2-2-02, the Company intends to deploy the following packaging and labeling best practices within our facility.

**Product Packaging:** A production batch of no more than 15 lbs. of medical marijuana plant material will be individually packaged and labeled immediately at the point of preparation. Material to be distributed to a licensed processor by the cultivator will be packaged in tamper-evident, light-resistant package that has been approved by the department. Material to be distributed to a licensed dispensary (once a plant only processor license is approved) will be packaged in childproof, tamper-evident, light-resistant packaging that has been approved by the department. The Company will work with packaging manufacturers in the pharmaceutical and medical marijuana space to identify appropriate packaging to meet the State of Ohio’s rules. All approved packaging will protect the product from light, oxygen, and contamination and will not impart any toxic or harmful substance(s) to the medical marijuana product. This will further aid in maintaining the integrity and stability of the plant material during storage periods and during transportation. Upon award of a license, the Company will coordinate with the Cultivation Consultancy to secure packaging solutions which address both the compliance and consumer acceptance perspective. Standardized machinery will provide accurate and consistent packaging and labeling of all products.

**Weighing & Measuring Medical Marijuana:** Weight and measurement accuracy is of paramount importance, as this ensures the safety of final product as well as compliance with regulations. The Applicant will ensure employees are trained to weigh and measure medical marijuana during the packaging and labeling process. Weighing will be conducted under a security camera which will record all packaging activities and scale displays. This surveillance footage may be examined at a later date if discrepancies exist. In accordance with Chapter 3796:2-2-01(D)(4), all scales, balances, or other weight and/or mass measuring will be calibrated using National Institute Standards and Technology (NIST) traceable reference weights by a state-certified third party at least once a year, on a routine schedule. All records indicating certification will be kept on file, and the Company will make them available to the Department of Commerce upon request.

**Product Labeling:** Labels are used to provide critically important information and to insure all requisite details are legibly and readily provided to processors, dispensaries, patients, employees and all State agencies involved in the oversight of medical marijuana (See Table 1 for label content example). Product labeling will comply with 3796:2-2-02. For compliance, all information will be saved electronically in
the State selected seed-to-sale inventory control system for future tracking purposes. The Company intends to purchase standardized equipment, including a zebra printer, to provide accurate and consistent labeling of all finished plant material and associated packages. A label will be affixed to every finished package, and legibly state all of the information identified on Table 1.

The labels will encourage consumers to visit the Company’s website and will display the website address. The website will also include the label information for all the Company’s products so that patients may review the information online and enlarge anything they may have difficulty reading on the package. The website will include instructions on how to read the label, as well as the meaning and importance of label information. The website will educate patients on the safe use of medical marijuana and provide links to State published information pertaining to allowed medical conditions and public notices. This educational website will also include useful resources such as a link to the national Poison Helpline number. Inclusion of such information would be coordinated and approved by the Department during the label approval process. Subject to state approval, the Company will include the Poison Helpline: 1-800-222-1222 on all packaging as per the Federal Drug Administration website for consumers. With the Department’s approval, an anonymous patient survey link will be included to support medical marijuana research as defined by our research plan in Part 2B Operations Plan.

**Prohibited Label Content:** Certain attributes of product labeling have been specifically **prohibited** by the Ohio Department of Commerce. The Company’s label design will not include any of the following prohibited content: (1) False or misleading statements or designs; (2) Depictions of the product, cartoons, or images that are not registered with the department, which includes any insignia related to a government entity; (3) Any sum totals of cannabinoids and terpenes, except THC; and (4) Any information that would violate 3796:5-7-01 advertising restrictions. The Company recognizes safety concerns and potential hazards medical marijuana can present to children, pets, and other unintended. Therefore, the Company will take precautions during the design phase to ensure product labels never appeal to these parties.

<table>
<thead>
<tr>
<th>Table 1: SAMPLE Product Labeling Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>For a Processor or Dispensary</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Company Name (Cultivator):</td>
</tr>
<tr>
<td>License #</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Processor or Dispensary Name:</td>
</tr>
<tr>
<td>License #</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Product Identifier:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Medical Marijuana Registered Name:</td>
</tr>
<tr>
<td>Batch Identification #:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Harvest Date:</td>
</tr>
<tr>
<td>Final Testing Date:</td>
</tr>
<tr>
<td>Packaging Date:</td>
</tr>
<tr>
<td>Total Weight (grams):</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Testing Laboratory:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Laboratory Analysis:</td>
</tr>
<tr>
<td>Laboratory Profile:</td>
</tr>
<tr>
<td>List of Active Ingredients:</td>
</tr>
<tr>
<td>Active Ingredients: (by weight)</td>
</tr>
<tr>
<td>THC: __%</td>
</tr>
<tr>
<td>THCA: __%</td>
</tr>
<tr>
<td>CBD: __%</td>
</tr>
<tr>
<td>CBD: __%</td>
</tr>
<tr>
<td>Expiration Date:</td>
</tr>
<tr>
<td>Not to exceed 1 calendar year from harvest date</td>
</tr>
<tr>
<td>This product is for medical use and not for resale or transfer to another person. This product may cause impairment and may be habit-forming. This product may be unlawful outside of the State of Ohio.</td>
</tr>
</tbody>
</table>

More information and anonymous patient survey available at: www.examplewebsite.com
2D Security Plan
(Maximum of 30 pages, see instructions for formatting)

Please note: The following must be submitted in a non-identified format.
Include this form as a cover page.

Applicant should provide a narrative detailing support for, at a minimum, the following:

Part I: Surveillance Technology and Physical Security
Physical equipment used to monitor the facility and meet the security requirements under Chapter 3796 of the Revised Code and the rules promulgated in accordance with Chapter 3796 of the Revised Code. (3796:2-1-03(B)(4)(b) and 3796:2-2-05)
(A) Camera feed should traverse the IP network from the camera source to the server utilizing Motion JPEG (MJPEG) or MPEG-4/H.264/Advanced Video Coding codec technology.
(B) Data should be transmitted over the Real-time Protocol (RTP) or Real Time Streaming Protocol (RTSP).
(C) Camera should support pan, tilt, and zoom functionality and controls.

Part II: Security and Transportation Policies and Procedures
(A) A security plan in accordance with rule 3796:2-2-05 of the Administrative Code, that establishes policies and procedures to ensure a secure, safe facility to prevent theft, loss, or diversion and protect facility personnel. (3796:2-1-03(B)(4)(a))
(B) Transportation policies and procedures, which includes the transportation of medical marijuana from a cultivator to a processor or dispensary and from a cultivator to a testing laboratory in the state of Ohio, in accordance rule 3796:5-3-01 of the Administrative Code. (3796:2-1-02(B)(5)(c), 3796:2-1-03(B)(4)(e))

Part III: Facility Plot Plan and Specifications
A plot plan of the cultivation facility drawn to a reasonable scale that designates the different areas of operation, including the marijuana cultivation area, with the mandatory access restrictions. (3796:2-1-03(B)(4)(d), 3796:2-1-02(B)(5)(d))
(A) If the building is in existence at the time of the application, the applicant shall submit plans and specifications drawn to scale for the interior of the building.
(B) If the building is not in existence at the time of application, the applicant shall submit a plot plan and a detailed drawing to scale of the interior and the architect's drawing of the building to be constructed.

Part IV: Emergency Notification Procedures

Emergency notification procedures with the department, law enforcement, and emergency response professionals. (3796:2-1-03(B)(4)(c))
2E Financial Plan  
(Maximum of 10 pages, see instructions for formatting)

*Please note: The following must be submitted in a non-identified format. Include this form as a cover page.*

Applicant should provide a narrative detailing support for the following:

**Funding Analyses**

*A breakdown of the applicant's actual and anticipated sources of funding.*

**Operating Expense Breakdown**

*A cost breakdown of the applicant's anticipated costs in building the facility and implementing the policies and procedures submitted as part of the application. (3796:2-1-02(B)(6)(b), 3796:2-1-03(B)(5)(b))*