



STATE OF
OHIO
BOARD OF PHARMACY

Ohio Medical Marijuana Control Program



Ohio Medical Marijuana Dispensary Application KDJOH, LLC Application ID 973

Demographic Information(Business Contact)

A-1.1 Business Name, as it appears on the Applicant's certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents

KDJOH, LLC

A-1.2 Other trade names and DBA (doing business as) names

No response provided by applicant

A-1.3 Business Street Address

477 Elm Place

A-1.4 City

Highland Park

A-1.5 State

IL

A-1.6 Zip Code

60035

A-1.7 Phone

8477808065

A-1.8 Email

mkahn@greenhousegrp.com

Demographic Information(Primary Contact/Registered Agent)

A-2.1 Please select: Primary Contact, or Registered Agent for this Application

PRIMARY CONTACT

A-2.2 First Name

Mitchell

A-2.3 Middle Name

No response provided by applicant

A-2.4 Last Name

Kahn

A-2.5 Street Address

1018 Wayne Avenue

A-2.6 City

Deerfield

A-2.7 State

IL

A-2.8 Zip Code

60015

A-2.9 Phone

8478673003

A-2.10 Email

mkahn@greenhousegrp.com

Demographic Information(Applicant Organization and Tax Status)

A-3.1 Select One

Limited Liability Company

A-3.1A If other, explain

No response provided by applicant

A-3.2 State of Incorporation or Registration

OH

A-3.3 Date of Formation

10/18/2017

A-3.4 Business Name on Formation Documents

KDJOH, LLC

A-3.5 Federal Employer ID number

This response has been entirely redacted

A-3.6 Ohio Unemployment Compensation Account Number

This response has been entirely redacted

A-3.7 Ohio Department of Taxation Number (if Applicant is currently doing business in Ohio)

No response provided by applicant

A-3.8 Ohio Workers' Compensation Policy Number (if Applicant is currently doing business in Ohio)

No response provided by applicant

A-3.9 The Applicant attests that workers' compensation insurance will be obtained by the time the State of Ohio Board of Pharmacy determines the Applicant to be operational under the Act and regulations.

YES

A-3.10 Has the Applicant operated and conducted business in any jurisdiction other than Ohio in the past three years? If you select "**Yes**", answer question A-3.10.1 below.

NO

A-3.10.1 If "**Yes**" to question A-3.10, for each instance relevant to question A-3.10, provide the following:

- Legal Business Name
- Business Address
- Federal Employee ID Number

No response provided by applicant

Demographic Information(Economically Disadvantaged Business)

A-4.1 The Applicant attests that at least fifty-one percent of the business, including corporate stock if a corporation, is owned by persons who belong to one or more of the groups set forth in this division, 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. [ORC 3796.10](#)

NO

Demographic Information(District Information)

A-5.1 Please select to indicate the medical marijuana dispensary Ohio district for which you are applying for a dispensary license

NORTHEAST-4

A-5.2 Please select to indicate the medical marijuana dispensary Ohio county for which you are applying for a dispensary license

Stark

Demographic Information(Prospective Associated Key Employees Details)

Item 1 of 3

A-6.1 First Name

Mitchell

A-6.2 Middle Name

No response provided by applicant

A-6.3 Last Name

Kahn

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Executive

A-6.6 Title in the Applicant's business

Chief Executive Officer

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

34

A-6.9 Types of shares owned

Membership Units

A-6.10 Percent interest in Applicant's business

34%

A-6.11 Voting percentage

34%

A-6.12 Proposed Role

OWNER

A-6.13 Please include any contributions of money, equipment, real estate and expertise

No response provided by applicant

A-6.14 Date of birth

This response has been entirely redacted

A-6.15 Social Security Number (use "N/A" if unavailable)

This response has been entirely redacted

A-6.16 Street Address

1018 Wayne Avenue

A-6.17 City

Deerfield

A-6.18 State

IL

A-6.19 Zip Code

60015

A-6.20 Phone

8478673003

A-6.21 Email

mkahn@greenhousegrp.com

A-6.22 Race/Ethnicity: (Only answer if applying as an Economically Disadvantaged Business)

Non-Minority

A-6.23 If the Prospective Associated Key Employee maintains an Ohio residence, please provide the length of time for which Ohio residency has been established:

No response provided by applicant

A-6.24 Attach verification of identity. The following are acceptable forms of verification of identity:

- Unexpired, valid state-issued driver's license.
- Unexpired, valid photographic identification issued by the Ohio Bureau of Motor Vehicles or the equivalent from another state.
- Unexpired, valid United States passport.

This response has been entirely redacted

A-6.25 Tax Authorization: Each Prospective Associated Key Employee with an aggregate ownership interest of ten percent or more in the Applicant, must print, manually sign and attach a copy of the Tax Authorization Form. The State Board of Pharmacy may, in its discretion, require an owner or person who exercises substantial control over a proposed dispensary, but who has less than a ten percent

ownership interest, to comply with statutory and regulatory ownership requirements. [ORC 3796.10](#), [OAC 3796:6-2-02](#)

This response has been entirely redacted

Demographic Information(Prospective Associated Key Employees Details)

Item 2 of 3

A-6.1 First Name

Joshua

A-6.2 Middle Name

No response provided by applicant

A-6.3 Last Name

Joseph

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Executive

A-6.6 Title in the Applicant's business

Chief Operating Officer

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

33

A-6.9 Types of shares owned

Membership Units

A-6.10 Percent interest in Applicant's business

33%

A-6.11 Voting percentage

33%

A-6.12 Proposed Role

OWNER

A-6.13 Please include any contributions of money, equipment, real estate and expertise

No response provided by applicant

A-6.14 Date of birth

This response has been entirely redacted

A-6.15 Social Security Number (use "N/A" if unavailable)

This response has been entirely redacted

A-6.16 Street Address

1511 Madison Court North

A-6.17 City

Buffalo Grove

A-6.18 State

IL

A-6.19 Zip Code

60089

A-6.20 Phone

8472125842

A-6.21 Email

jjoseph@frontlinerepartners.com

A-6.22 Race/Ethnicity: (Only answer if applying as an Economically Disadvantaged Business)

Non-Minority

A-6.23 If the Prospective Associated Key Employee maintains an Ohio residence, please provide the length of time for which Ohio residency has been established:

No response provided by applicant

A-6.24 Attach verification of identity. The following are acceptable forms of verification of identity:

- Unexpired, valid state-issued driver's license.
- Unexpired, valid photographic identification issued by the Ohio Bureau of Motor Vehicles or the equivalent from another state.
- Unexpired, valid United States passport.

This response has been entirely redacted

A-6.25 Tax Authorization: Each Prospective Associated Key Employee with an aggregate ownership interest of ten percent or more in the Applicant, must print, manually sign and attach a copy of the Tax Authorization Form. The State Board of Pharmacy may, in its discretion, require an owner or person who exercises substantial control over a proposed dispensary, but who has less than a ten percent

ownership interest, to comply with statutory and regulatory ownership requirements. [ORC 3796.10](#), [OAC 3796:6-2-02](#)

This response has been entirely redacted

Demographic Information(Prospective Associated Key Employees Details)

Item 3 of 3

A-6.1 First Name

Matthew

A-6.2 Middle Name

No response provided by applicant

A-6.3 Last Name

Darin

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Executive

A-6.6 Title in the Applicant's business

Chief Financial Officer

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

33

A-6.9 Types of shares owned

Membership Units

A-6.10 Percent interest in Applicant's business

33%

A-6.11 Voting percentage

33%

A-6.12 Proposed Role

OWNER

A-6.13 Please include any contributions of money, equipment, real estate and expertise

No response provided by applicant

A-6.14 Date of birth

This response has been entirely redacted

A-6.15 Social Security Number (use "N/A" if unavailable)

This response has been entirely redacted

A-6.16 Street Address

1345 Hackberry Road

A-6.17 City

Deerfield

A-6.18 State

IL

A-6.19 Zip Code

60015

A-6.20 Phone

3129529862

A-6.21 Email

mdarin@greenhousegrp.com

A-6.22 Race/Ethnicity: (Only answer if applying as an Economically Disadvantaged Business)

Non-Minority

A-6.23 If the Prospective Associated Key Employee maintains an Ohio residence, please provide the length of time for which Ohio residency has been established:

No response provided by applicant

A-6.24 Attach verification of identity. The following are acceptable forms of verification of identity:

- Unexpired, valid state-issued driver's license.
- Unexpired, valid photographic identification issued by the Ohio Bureau of Motor Vehicles or the equivalent from another state.
- Unexpired, valid United States passport.

This response has been entirely redacted

A-6.25 Tax Authorization: Each Prospective Associated Key Employee with an aggregate ownership interest of ten percent or more in the Applicant, must print, manually sign and attach a copy of the Tax Authorization Form. The State Board of Pharmacy may, in its discretion, require an owner or person who exercises substantial control over a proposed dispensary, but who has less than a ten percent

ownership interest, to comply with statutory and regulatory ownership requirements. [ORC 3796.10](#), [OAC 3796:6-2-02](#)

This response has been entirely redacted

Compliance(Compliance with Applicable Laws and Regulations)

B-1.1 By selecting “Yes”, the Applicant, as well as all individually identified Prospective Associated Key Employees listed in this provisional license application, agree to comply with all applicable Ohio laws and regulations relating to the operation of a medical marijuana dispensary.

YES

B-1.2 By selecting “Yes”, the Applicant understands and attests that it must establish and maintain an escrow account or surety bond in the amount of \$50,000 as a condition precedent to receiving a medical marijuana certificate of operation. [OAC 3796:6-2-11](#)

YES

Compliance(Civil and Administrative Action)

B-2.1 Has the Applicant been the subject of an action resulting in sanctions, disciplinary actions or civil monetary penalties or fines being imposed relating to a registration, license, provisional license or any other authorization to cultivate, process, or dispense medical marijuana in any state?

NO

B-2.2 Has the Applicant been the subject of a civil or administrative action relating to a registration, license, provisional license or authorization to cultivate, process, or dispense medical marijuana in any state?

NO

B-2.3 Has criminal, civil, or administrative action been taken against the Applicant for obtaining a registration, license, provisional license or other authorization to operate as a cultivator, processor, or dispensary of medical marijuana in any jurisdiction by fraud, misrepresentation, or the submission of false information?

NO

B-2.4 Has criminal, civil or administrative action been taken against the Applicant under the laws of Ohio or any other state, the United States or a military, territorial or tribal authority, relating to any of the Applicant's Prospective Associated Key Employees' profession or occupation?

NO

B-2.4.1 If "Yes" to any question in B-2, provide the following: Respondent / Defendant, Name of Case and Docket Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, Name and Address of the Administrative Agency Involved, and the Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

Compliance(Prospective Associated Key Employee Compliance)

Item 1 of 3

B-3.1 First Name

Mitchell

B-3.2 Middle Name

No response provided by applicant

B-3.3 Last Name

Kahn

B-3.4 Proposed Role

OWNER

B-3.5 Position/Title

Chief Executive Officer

B-3.6 Brief description of role

Mr. Kahn is an owner and will serve as the Company's Chief Executive Officer with primary oversight of the Company's business activities.

B-3.7 Has this individual served, or are they currently serving as an owner, officer, or board member of another medical marijuana entity in Ohio or the United States?

YES

B-3.7.1 If "Yes" to B-3.7, please provide the entity Name and Address.

Greenhouse Group, LLC
477 Elm Place
Highland Park, Illinois 60035

Ohio Green Grow LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

Maryland Compassionate Care and Wellness, LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

AES Compassionate Care, LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

Polaris Wellness Center, LLC

5395 Polaris Avenue, Suite 110
Las Vegas, Nevada 89118

B-3.8 Has this individual had ownership or financial interest, or do they currently have ownership or financial interest of another medical marijuana entity in Ohio or the United States?

YES

B-3.8.1 If "Yes" to B-3.8, please provide the entity Name and Address.

Greenhouse Group, LLC
477 Elm Place
Highland Park, Illinois 60035

Ohio Green Grow LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

Maryland Compassionate Care and Wellness, LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

AES Compassionate Care, LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

Polaris Wellness Center, LLC
5395 Polaris Avenue, Suite 110
Las Vegas, Nevada 89118

B-3.9 Has this individual ever been convicted of, or are charges pending for, a [disqualifying offense](#)? Include instances in which a court granted intervention in lieu of treatment (also known as treatment in lieu of conviction, ILC, or TLC), or other diversion programs. Offenses must be reported regardless of whether the case has been sealed, as described in section [2953.32 of the Revised Code](#), or the equivalent thereof in another jurisdiction.

NO

B-3.9.1 If "Yes" to B-3.9, please provide the following: Defendant, Name of Case and Docket Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

B-3.10 Has the individual ever been convicted of, or are charges pending for, any other felony offense under state or federal law?

NO

B-3.10.1 If "Yes", please provide the following: Defendant, Name of Case and Docket Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

B-3.11 Has the individual ever been convicted of, or are charges pending for, a crime (felony or misdemeanor) involving an act of moral turpitude?

NO

B-3.11.1 If "Yes", please provide the following: Defendant, Name of Case and Docket Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

B-3.12 Has this individual ever been disciplined by the State of Ohio Board of Pharmacy or any other licensing body.

NO

B-3.12.1 If "Yes", please provide the following: Name, Name and Address of Licensing Board, License Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, Name and Address of the Administrative Agency Involved

No response provided by applicant

B-3.13 Has the individual ever been denied a license by the Drug Enforcement Administration or appropriate issuing body of any state or jurisdiction, or is such action pending?

NO

B-3.13.1 If "Yes" to B-3.13, the reason for doing so must be provided below.

No response provided by applicant

B-3.14 Has the individual ever been the subject of an investigation or disciplinary action by the Drug Enforcement Administration or appropriate issuing body of any state or jurisdiction that resulted in the surrender, suspension, revocation, or probation of the individual's license or registration?

NO

B-3.14.1 If "Yes" to B-3.14, the reason for doing so must be provided below.

No response provided by applicant

B-3.15 Has the individual ever been the subject of a disciplinary action by the Drug Enforcement Administration or appropriate issuing body of any state jurisdiction that was based in whole or in part, on the Applicant's prescribing, dispensing, diverting, administering, storing, personally furnishing, compounding, supplying, or selling a controlled substance or other dangerous drug (i.e. prescription drug), or is any such action pending?

NO

B-3.15.1 If "Yes" to B-3.15, the reason for doing so must be provided below.

No response provided by applicant

B-3.16 By selecting "**Yes**", this individual agrees to be enrolled in the Retained Applicant Fingerprint Database (Rapback) should the Applicant be awarded a provisional license.

YES

B-3.17 Has the individual been the subject of an action resulting in sanctions, disciplinary actions or civil monetary penalties being imposed relating to a registration, license, provisional license or any other authorization to cultivate, process, or dispense medical marijuana in any state?

NO

B-3.17.1 If "**Yes**" to B-3.17, the reason for doing so must be provided below.

No response provided by applicant

B-3.18 Has the individual been the subject of a civil or administrative action relating to a registration, license, provisional license or authorization to cultivate, process, or dispense medical marijuana in any state?

NO

B-3.18.1 If "**Yes**" to B-3.18, the reason for doing so must be provided below.

No response provided by applicant

B-3.19 Has the individual been accused of obtaining a registration, license, provisional license or other authorization to operate as a cultivator, processor, or dispensary of medical marijuana in any jurisdiction by fraud, misrepresentation, or the submission of false information?

NO

B-3.19.1 If "**Yes**" to B-3.19, the reason for doing so must be provided below.

No response provided by applicant

B-3.20 Has civil or administrative action been taken against the individual under the laws of Ohio or any other state, the United States or a military, territorial or tribal authority, relating to the individual's profession or occupation?

NO

B-3.20.1 If "**Yes**" to B-3.20, please provide the following: Defendant, Name of Case and Docket Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, Name and Address of the Administrative Agency Involved, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

B-3.21 By selecting "**Yes**", you attest to the following statement:

None of the Applicant's Prospective Associated Key Employees are a physician who has a certificate to recommend medical marijuana or who has applied for a certificate to recommend medical marijuana under section [4731.30 of the Revised Code](#).

YES

B-3.22 By selecting “Yes”, you attest to the following statement:

None of the Applicant's Prospective Associated Key Employees have ownership, investment interest, or a compensation arrangement with a laboratory licensed under [Chapter 3796 of the Revised Code](#) or an Applicant for a license to conduct laboratory testing.

YES

Compliance(Prospective Associated Key Employee Compliance)

Item 2 of 3

B-3.1 First Name

Joshua

B-3.2 Middle Name

No response provided by applicant

B-3.3 Last Name

Joseph

B-3.4 Proposed Role

OWNER

B-3.5 Position/Title

Chief Operating Officer

B-3.6 Brief description of role

Mr. Joseph is an owner and will serve as the Company's Chief Operating Officer with primary oversight of the Company's operating activities.

B-3.7 Has this individual served, or are they currently serving as an owner, officer, or board member of another medical marijuana entity in Ohio or the United States?

YES

B-3.7.1 If "Yes" to B-3.7, please provide the entity Name and Address.

Greenhouse Group, LLC
477 Elm Place
Highland Park, Illinois 60035

Ohio Green Grow LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

Maryland Compassionate Care and Wellness, LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

AES Compassionate Care, LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

Polaris Wellness Center, LLC

5395 Polaris Avenue, Suite 110
Las Vegas, Nevada 89118

B-3.8 Has this individual had ownership or financial interest, or do they currently have ownership or financial interest of another medical marijuana entity in Ohio or the United States?

YES

B-3.8.1 If "Yes" to B-3.8, please provide the entity Name and Address.

Greenhouse Group, LLC
477 Elm Place
Highland Park, Illinois 60035

Ohio Green Grow LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

Maryland Compassionate Care and Wellness, LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

AES Compassionate Care, LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

Polaris Wellness Center, LLC
5395 Polaris Avenue, Suite 110
Las Vegas, Nevada 89118

B-3.9 Has this individual ever been convicted of, or are charges pending for, a [disqualifying offense](#)? Include instances in which a court granted intervention in lieu of treatment (also known as treatment in lieu of conviction, ILC, or TLC), or other diversion programs. Offenses must be reported regardless of whether the case has been sealed, as described in section [2953.32 of the Revised Code](#), or the equivalent thereof in another jurisdiction.

NO

B-3.9.1 If "Yes" to B-3.9, please provide the following: Defendant, Name of Case and Docket Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

B-3.10 Has the individual ever been convicted of, or are charges pending for, any other felony offense under state or federal law?

NO

B-3.10.1 If "Yes", please provide the following: Defendant, Name of Case and Docket Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

B-3.11 Has the individual ever been convicted of, or are charges pending for, a crime (felony or misdemeanor) involving an act of moral turpitude?

NO

B-3.11.1 If "Yes", please provide the following: Defendant, Name of Case and Docket Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

B-3.12 Has this individual ever been disciplined by the State of Ohio Board of Pharmacy or any other licensing body.

NO

B-3.12.1 If "Yes", please provide the following: Name, Name and Address of Licensing Board, License Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, Name and Address of the Administrative Agency Involved

No response provided by applicant

B-3.13 Has the individual ever been denied a license by the Drug Enforcement Administration or appropriate issuing body of any state or jurisdiction, or is such action pending?

NO

B-3.13.1 If "Yes" to B-3.13, the reason for doing so must be provided below.

No response provided by applicant

B-3.14 Has the individual ever been the subject of an investigation or disciplinary action by the Drug Enforcement Administration or appropriate issuing body of any state or jurisdiction that resulted in the surrender, suspension, revocation, or probation of the individual's license or registration?

NO

B-3.14.1 If "Yes" to B-3.14, the reason for doing so must be provided below.

No response provided by applicant

B-3.15 Has the individual ever been the subject of a disciplinary action by the Drug Enforcement Administration or appropriate issuing body of any state jurisdiction that was based in whole or in part, on the Applicant's prescribing, dispensing, diverting, administering, storing, personally furnishing, compounding, supplying, or selling a controlled substance or other dangerous drug (i.e. prescription drug), or is any such action pending?

NO

B-3.15.1 If "Yes" to B-3.15, the reason for doing so must be provided below.

No response provided by applicant

B-3.16 By selecting "**Yes**", this individual agrees to be enrolled in the Retained Applicant Fingerprint Database (Rapback) should the Applicant be awarded a provisional license.

YES

B-3.17 Has the individual been the subject of an action resulting in sanctions, disciplinary actions or civil monetary penalties being imposed relating to a registration, license, provisional license or any other authorization to cultivate, process, or dispense medical marijuana in any state?

NO

B-3.17.1 If "**Yes**" to B-3.17, the reason for doing so must be provided below.

No response provided by applicant

B-3.18 Has the individual been the subject of a civil or administrative action relating to a registration, license, provisional license or authorization to cultivate, process, or dispense medical marijuana in any state?

NO

B-3.18.1 If "**Yes**" to B-3.18, the reason for doing so must be provided below.

No response provided by applicant

B-3.19 Has the individual been accused of obtaining a registration, license, provisional license or other authorization to operate as a cultivator, processor, or dispensary of medical marijuana in any jurisdiction by fraud, misrepresentation, or the submission of false information?

NO

B-3.19.1 If "**Yes**" to B-3.19, the reason for doing so must be provided below.

No response provided by applicant

B-3.20 Has civil or administrative action been taken against the individual under the laws of Ohio or any other state, the United States or a military, territorial or tribal authority, relating to the individual's profession or occupation?

NO

B-3.20.1 If "**Yes**" to B-3.20, please provide the following: Defendant, Name of Case and Docket Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, Name and Address of the Administrative Agency Involved, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

B-3.21 By selecting "**Yes**", you attest to the following statement:

None of the Applicant's Prospective Associated Key Employees are a physician who has a certificate to recommend medical marijuana or who has applied for a certificate to recommend medical marijuana under section [4731.30 of the Revised Code](#).

YES

B-3.22 By selecting “Yes”, you attest to the following statement:

None of the Applicant's Prospective Associated Key Employees have ownership, investment interest, or a compensation arrangement with a laboratory licensed under [Chapter 3796 of the Revised Code](#) or an Applicant for a license to conduct laboratory testing.

YES

Compliance(Prospective Associated Key Employee Compliance)

Item 3 of 3

B-3.1 First Name

Matthew

B-3.2 Middle Name

No response provided by applicant

B-3.3 Last Name

Darin

B-3.4 Proposed Role

OWNER

B-3.5 Position/Title

Chief Financial Officer

B-3.6 Brief description of role

Mr. Darin is an owner and will serve as the Company's Chief Financial Officer with primary oversight of the Company's financial activities.

B-3.7 Has this individual served, or are they currently serving as an owner, officer, or board member of another medical marijuana entity in Ohio or the United States?

YES

B-3.7.1 If "Yes" to B-3.7, please provide the entity Name and Address.

Greenhouse Group, LLC
477 Elm Place
Highland Park, Illinois 60035

Ohio Green Grow LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

Maryland Compassionate Care and Wellness, LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

AES Compassionate Care, LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

Polaris Wellness Center, LLC

5395 Polaris Avenue, Suite 110
Las Vegas, Nevada 89118

B-3.8 Has this individual had ownership or financial interest, or do they currently have ownership or financial interest of another medical marijuana entity in Ohio or the United States?

YES

B-3.8.1 If "Yes" to B-3.8, please provide the entity Name and Address.

Greenhouse Group, LLC
477 Elm Place
Highland Park, Illinois 60035

Ohio Green Grow LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

Maryland Compassionate Care and Wellness, LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

AES Compassionate Care, LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

Polaris Wellness Center, LLC
5395 Polaris Avenue, Suite 110
Las Vegas, Nevada 89118

B-3.9 Has this individual ever been convicted of, or are charges pending for, a [disqualifying offense](#)? Include instances in which a court granted intervention in lieu of treatment (also known as treatment in lieu of conviction, ILC, or TLC), or other diversion programs. Offenses must be reported regardless of whether the case has been sealed, as described in section [2953.32 of the Revised Code](#), or the equivalent thereof in another jurisdiction.

NO

B-3.9.1 If "Yes" to B-3.9, please provide the following: Defendant, Name of Case and Docket Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

B-3.10 Has the individual ever been convicted of, or are charges pending for, any other felony offense under state or federal law?

NO

B-3.10.1 If "Yes", please provide the following: Defendant, Name of Case and Docket Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

B-3.11 Has the individual ever been convicted of, or are charges pending for, a crime (felony or misdemeanor) involving an act of moral turpitude?

NO

B-3.11.1 If "Yes", please provide the following: Defendant, Name of Case and Docket Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

B-3.12 Has this individual ever been disciplined by the State of Ohio Board of Pharmacy or any other licensing body.

NO

B-3.12.1 If "Yes", please provide the following: Name, Name and Address of Licensing Board, License Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, Name and Address of the Administrative Agency Involved

No response provided by applicant

B-3.13 Has the individual ever been denied a license by the Drug Enforcement Administration or appropriate issuing body of any state or jurisdiction, or is such action pending?

NO

B-3.13.1 If "Yes" to B-3.13, the reason for doing so must be provided below.

No response provided by applicant

B-3.14 Has the individual ever been the subject of an investigation or disciplinary action by the Drug Enforcement Administration or appropriate issuing body of any state or jurisdiction that resulted in the surrender, suspension, revocation, or probation of the individual's license or registration?

NO

B-3.14.1 If "Yes" to B-3.14, the reason for doing so must be provided below.

No response provided by applicant

B-3.15 Has the individual ever been the subject of a disciplinary action by the Drug Enforcement Administration or appropriate issuing body of any state jurisdiction that was based in whole or in part, on the Applicant's prescribing, dispensing, diverting, administering, storing, personally furnishing, compounding, supplying, or selling a controlled substance or other dangerous drug (i.e. prescription drug), or is any such action pending?

NO

B-3.15.1 If "Yes" to B-3.15, the reason for doing so must be provided below.

No response provided by applicant

B-3.16 By selecting "**Yes**", this individual agrees to be enrolled in the Retained Applicant Fingerprint Database (Rapback) should the Applicant be awarded a provisional license.

YES

B-3.17 Has the individual been the subject of an action resulting in sanctions, disciplinary actions or civil monetary penalties being imposed relating to a registration, license, provisional license or any other authorization to cultivate, process, or dispense medical marijuana in any state?

NO

B-3.17.1 If "**Yes**" to B-3.17, the reason for doing so must be provided below.

No response provided by applicant

B-3.18 Has the individual been the subject of a civil or administrative action relating to a registration, license, provisional license or authorization to cultivate, process, or dispense medical marijuana in any state?

NO

B-3.18.1 If "**Yes**" to B-3.18, the reason for doing so must be provided below.

No response provided by applicant

B-3.19 Has the individual been accused of obtaining a registration, license, provisional license or other authorization to operate as a cultivator, processor, or dispensary of medical marijuana in any jurisdiction by fraud, misrepresentation, or the submission of false information?

NO

B-3.19.1 If "**Yes**" to B-3.19, the reason for doing so must be provided below.

No response provided by applicant

B-3.20 Has civil or administrative action been taken against the individual under the laws of Ohio or any other state, the United States or a military, territorial or tribal authority, relating to the individual's profession or occupation?

NO

B-3.20.1 If "**Yes**" to B-3.20, please provide the following: Defendant, Name of Case and Docket Number, Nature of Charge or Complaint, Date of Charge or Complaint, Disposition, Name and Address of the Administrative Agency Involved, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

B-3.21 By selecting "**Yes**", you attest to the following statement:

None of the Applicant's Prospective Associated Key Employees are a physician who has a certificate to recommend medical marijuana or who has applied for a certificate to recommend medical marijuana under section [4731.30 of the Revised Code](#).

YES

B-3.22 By selecting “Yes”, you attest to the following statement:

None of the Applicant's Prospective Associated Key Employees have ownership, investment interest, or a compensation arrangement with a laboratory licensed under [Chapter 3796 of the Revised Code](#) or an Applicant for a license to conduct laboratory testing.

YES

Business Plan(Property Title, Lease, or Option to Acquire Property Location)

C-1.1 Attach one of the following:

- Evidence of the Applicant's clear legal title to or option to purchase the proposed site and facility.
- A fully-executed copy of the Applicant's unexpired lease for the proposed site and facility and a written statement from the property owner that the Applicant may operate a medical marijuana organization on the proposed site for, at a minimum, the term of the initial provisional license.
- Other evidence that shows that the Applicant has a location to operate its medical marijuana organization.

Uploaded Document Name: **C-1.1_Lease Agreement (1932 Lincoln Way East, Massillon, Ohio 44646).pdf**

NOTE: This applicant uploaded document is the next 22 page(s) of this document.

LEASE AGREEMENT
1932 Lincoln Way East, Massillon, Ohio

THIS LEASE AGREEMENT (this "Lease") is made as of November 2, 2017 (the "Effective Date"), by and between Re-A Leasing hereinafter referred to as "Landlord," and KDJOH, LLC, an Ohio limited liability company, hereinafter referred to as "Tenant."

In consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the parties mutually agree as follows:

DATA SUMMARY

(The legal significance of the terms set forth in this Data Summary is governed by references to such terms in the remainder of this Lease.)

- Item 1. Leased Premises: 1932 Lincoln Way East, Massillon, OH 44646. The "Net Rentable Area" of the Leased Premises is approximately 2,400 square feet.
- Item 2. Commencement Date: the Effective Date.
- Item 3. Termination Date: ten (10) years following the Rent Commencement Date.
- Item 4. Options: Three (3) Five Year Options exercisable upon the terms and conditions set forth in Section 3.2 below.
- Item 5. Rent Commencement Date: the earlier of to occur of (i) March 1, 2018, or (ii) ninety days following date on which the State of Ohio awards Tenant a medical cannabis dispensary license (the "License"). Tenant shall have an ongoing right to terminate this Lease upon written notice to landlord until receipt of the License.
- Item 6. Base Rent: \$3,000.00 per month.
- Item 7. Permitted Use: medical cannabis dispensary and wellness center
- Item 8. Tenant's Trade Name: [TBD]
- Item 9. Landlord Address: 1930 LINCOLNWAY EAST
MASSILLON, OH. 44646
- Item 10. Tenant Address: 477 Elm Place
Highland Park, IL 60035
- Item 11. Security Deposit: \$6,000

ARTICLE 1 LEASED PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the conditions hereafter provided, the Leased Premises described in Item 1 of the Data Summary. The Leased Premises are located at 1930-1932 Lincoln Way East, Massillon, OH 44646 (such land and buildings being hereinafter referred to as the "Building"). The Net Rentable Area of the Leased Premises is the area set forth in Item 1 of the Data Summary, which Landlord and Tenant hereby conclusively agree represents the actual Net Rentable Area for all purposes of this Lease.

ARTICLE 2 PREPARATION OF LEASED PREMISES

Section 2.1. Landlord's Work. Landlord shall perform the work required of Landlord pursuant to the attached Exhibit B within sixty (60) days of Tenant obtaining the License. All such work shall be completed in a good and workmanlike manner using good materials and conforming to all building codes and regulations. Tenant agrees that Landlord may make any changes in such work that may become reasonably necessary or advisable, other than substantial changes in such work, without the written approval of Tenant, such approval not to be unreasonably withheld, conditioned or delayed.

Section 2.2. Tenant's Work. Tenant shall perform the work required of Tenant pursuant to the attached Exhibit A upon completion by Landlord of the work described in Section 2.1 above. All such work shall be completed in compliance with the provisions of Article 9 below. If Landlord elects to provide Tenant with access to the Leased Premises prior to the commencement of the Term to perform such work, such occupancy shall be subject to all the terms, covenants and conditions contained in this Lease including but not limited to insurance and the payment of all temporary utilities, including trash removal.

Section 2.3. Condition. Upon Tenant commencing work pursuant to Section 2.2 above, except for punch list items to be completed by Landlord, Tenant takes and accepts the Leased Premises in their "AS IS" condition. "AS IS" shall mean in tenantable condition so that the lights, electrical, front and rear doors, HVAC, plumbing, water heater and exhaust fans are in working or operating condition. Taking of possession of the Leased Premises by Tenant shall be conclusive evidence that the Leased Premises were, on that date, in good, clean and tenantable condition.

ARTICLE 3 TERM

Section 3.1. Lease Term. The Term of this Lease shall commence upon the Commencement Date and shall continue until the Termination Date. This Lease shall be deemed a binding obligation of the parties upon execution. Upon Landlord's request, Tenant shall confirm the Commencement Date, Rent Commencement Date and Termination Date.

Section 3.2. Extension Option. Tenant shall have three (3) options to extend the Lease Term for additional consecutive periods of five (5) years (each, an "Extension"). Notwithstanding the foregoing, however, at Landlord's election, Tenant's option to extend the Lease Term shall be declared null and void and Tenant shall have no right to extend the Lease if (a) as of the date

immediately preceding the commencement of such Extension, Tenant is not in occupancy of the entire Leased Premises then demised under the Lease, or Tenant does not intend to continue to occupy the Leased Premises but intends to assign the Lease or sublet the Leased Premises in whole or in part, or (b) on the date Tenant exercises the option or at any time thereafter through the date immediately preceding the commencement date of such Extension, Tenant is in default of any of its obligations under the Lease. The option will be exercisable by written notice given to landlord at least one hundred eighty (180) days prior to the last day of the initial Term. Upon such exercise, the Term of the Lease and the Termination Date shall be extended for the period specified above upon the same terms, conditions, covenants, and agreements as are contained in the Lease without the necessity for the execution of any further instrument unless Landlord so requests; provided, the Leased Premises shall be taken in their "as-is" condition during such Extension and Landlord shall have no obligation to make or pay for any improvements to the Leased Premises during such Extension.

ARTICLE 4 RENT

Section 4.1. Base Rent. Commencing on the Rent Commencement Date and thereafter in advance on the first day of each calendar month during the Term of this Lease, Tenant shall pay to Landlord, without demand and without deduction, setoff or counterclaim, Base Rent for the Leased Premises as set forth below:

LEASE TERM	BASE RENT PER MONTH	BASE RENT PER YEAR
Lease Years 1-10	\$3,000.00	\$36,000.00
Extension Lease Years 1-5	\$3,500.00	\$42,000.00
Extension Lease Years 6-10	\$4,000.00	\$48,000.00
Extension Lease Years 11-15	\$4,500.00	\$54,000.00

The first "Lease Year" shall commence on the Rent Commencement Date and end on the expiration of the twelfth (12th) full calendar month thereafter. Each subsequent twelve (12)-month period shall constitute a "Lease Year," except that the final Lease Year shall end on the Termination Date. If the initial or final month of the Term of this Lease is less than a calendar month, Base Rent for such partial month shall be prorated at the rate of one-thirtieth (1/30) of the monthly Base Rent for each day, payable in advance. Tenant will pay Base Rent, and all other amounts due under this Lease, to Landlord at the Landlord Address set forth in Item 9 of the Data Summary, or to such other party or to such other address as Landlord may designate from time to time by written notice to Tenant.

(a) Tenant agrees to pay to Landlord, commencing on the Commencement Date and thereafter in advance on the first day of each calendar month during the Term of this Lease, and without demand and without deduction, setoff or counterclaim, as additional rent, Tenant's proportionate share of all expenditures incurred by Landlord in managing, maintaining, repairing, replacing, operating, insuring, securing, lighting, and cleaning the Building (collectively, "Operating Costs", including and not limited to: all real estate taxes and installments of special assessments required to be paid by Tenant pursuant to Section 4.3 below which shall accrue or become a lien against, or are payable in respect of, any part of the Building during the Term of

this Lease, including any costs incurred by Landlord for attorney's fees or other professionals engaged to contest or reduce the amount of any said tax bill; all other governmental impositions, including but not limited to amounts payable under assessment agreements, gross receipts taxes and taxes on rentals (other than income taxes) relating to the Building; the cost of snow removal, line and exterior painting, insurance of employees, traffic regulation, security, security patrols and security guards for the entire Building; the replacement of pavings, curbs, sidewalks, landscaping, drainage, roof and lighting facilities; heating, ventilating, air conditioning, electricity, gas, water, sewer, utilities, insurance (including but not limited to liability insurance and fire and casualty insurance with rental abatement endorsement, boiler and presser vessel insurance, war risk insurance, builders risk insurance, and owners protective liability insurance), janitorial and cleaning services, all employment costs including salaries, wages and fringe benefits; all management fees, including expenses reimbursable to any manager and rental of property management office; fees for professional services; charges under maintenance and service contracts; all supplies purchased for use in the Building; all maintenance and repair costs; any equipment rental; depreciation of the cost of capital improvements made to (i) reduce Operating Costs or limit increases therein, or (ii) required by Landlord's insurance carrier or (iii) required by any law, rules, regulation or order of any governmental or quasi-governmental authority having jurisdiction; and any and all other costs of operation, whether ordinary or extraordinary. Notwithstanding any provision of the Lease to the contrary, Operating Costs shall not include costs of the following: (1) the maintenance, repair, and replacement of the Building (a) roof, (b) exterior walls (except doors, windows, and interior portions of exterior walls), (c) foundation, and (d) structural components; (2) capital improvements, except for capital improvements made or installed for the purpose of reducing Operating Costs, which costs shall be amortized by Landlord in accordance with Generally Accepted Accounting Principles and only the current annual amortization of such costs, together with interest payable by Landlord on any loan obtained to finance such capital improvement, shall be included in Operating Costs for any calendar year; (3) interest and principal payments on loans; (4) rental payments on any ground leases; (5) advertising expenses; (6) leasing commissions; (7) any cost or expenditure for which Landlord is reimbursed, whether by insurance proceeds or otherwise; (8) any kind of service furnished to any other tenant that Landlord does not generally make available to all tenants; (9) legal expenses in connection with leasing, tenant disputes, or enforcement of leases; (10) salaries and fringe benefits of employees above the grade of property manager; (11) costs of improvements to, or alterations of, space leased to or available for lease to any tenant; (12) costs of correcting defects in the initial construction of the Building, provided that this shall not exclude the cost of normal repair and maintenance expected with respect to the construction materials and equipment installed in the Building; (13) fines, interest, charges, penalties, damages and other costs incurred by Landlord by reason of any default (or claim of default) or late payment by it under any lease or other contract or instrument (regardless of whether or not the payment itself is allowed to be included in Operating Costs), including, without limitation, any legal and other professional fees paid or incurred in connection therewith, and (14) any administrative fee and/or management fee to Landlord or any other party other than an administrative fee equal to 10% of all other Operating Costs. Tenant's proportionate share of such Operating Costs shall be based on the proportion the Net Rentable Area in the Leased Premises bears to the total square foot rentable area of the Building.

(b) Tenant's monthly payments may be based on Landlord's reasonable estimate of the Operating Costs subject hereto made at the beginning of each calendar year. Within a reasonable time after the expiration of each calendar year, Landlord shall furnish a statement of all Operating Costs subject thereto and Tenant's share thereof certified to by Landlord. If, at the

end of any calendar year, the amount paid by Tenant is greater than Tenant's share as shown on said statement, the excess shall be credited against the next rent payments due hereunder. If at the end of any calendar year, the amount paid by Tenant is less than Tenant's share as shown on said statement, the deficiency shall be payable with the next monthly rent payment due hereunder.

(c) Landlord's books and records relating to Operating Costs for any particular calendar year shall be available for inspection by Tenant during normal business hours upon prior appointment at the Landlord Address set forth in Item 9 of the Data Summary. Within 30 days after notice from Tenant, Landlord will deliver to Tenant, copies of reasonable back-up information as reasonably may be requested by Tenant, to support or explain Landlord's calculation of Operating Costs. In addition, Tenant or Tenant's auditors will have the right on 10 days' notice to Landlord, to audit and copy, at reasonable times and in a reasonable manner at the offices where Landlord maintains the same, such of Landlord's books of account and records as pertain to Operating Costs. Tenant will promptly deliver to Landlord a copy of the report issued as a result of such inspection or audit. If there exists any dispute as to (i) the amount of Operating Costs, (ii) whether a particular expense is properly included in Operating Costs or (iii) Landlord's calculation of Operating Costs (each an "Operating Costs Dispute"), the events, errors, acts or omissions giving rise to such Operating Costs Dispute shall not constitute a breach or default by Landlord under this Lease and even if a judgment resolving the Operating Costs Dispute is entered against Landlord, this Lease shall remain in full force and effect and Landlord shall not be liable for any consequential damages resulting from the event, error, act or omission giving rise to such Operating Costs Dispute. If an Operating Costs Dispute is resolved in favor of Tenant, Landlord shall forthwith pay to Tenant the amount of Tenant's overpayment of Operating Costs. If any inspection or audit report reveals an overstatement of Operating Costs of more than 5%, then Landlord will immediately pay to Tenant the costs and expenses of the inspection or audit.

Section 4.3. Taxes. Landlord shall pay all real property taxes and installment of special assessments payable therewith on the Building payable during the Term of this Lease and any rental taxes on rentals (other than income taxes) levied during the Term hereof upon the rentals from the Leased Premises. Tenant shall reimburse Landlord, as additional rent, for Tenant's share of any increase of real property taxes and installments of special assessments above the taxes and assessments assessed for the 2018 calendar year, including any reasonable and documented out-of-pocket costs incurred by Landlord for attorney's fees or other professionals engaged to contest or reduce the amount of any said tax bill, as part of Tenant's proportionate share of Operating Costs under Section 4.2 above. Tenant shall also reimburse Landlord for rental taxes, and gross receipts taxes, if any, paid by Landlord on rentals from the Leased Premises. At least ten (10) days prior to delinquency, Tenant shall pay all taxes levied or assessed upon (i) Tenant's equipment, furniture and other personal property located in or about the Leased Premises, and (ii) this Lease or the rent paid hereunder or any portion thereof, excluding any tax measured by Landlord's net income. If any such taxes are imposed upon Landlord, Tenant shall pay to Landlord, at least twenty (20) days before the date each installment is due to the taxing authority, the portion allocable to Tenant pursuant to this Article.

Section 4.4. Late Payments. If any installment of rent or other sum payable hereunder is not paid by Tenant within five (5) business days after Tenant receives written notice from Landlord of such failure to pay, Tenant agrees with respect to each delinquent payment as follows: (a) to pay a one-time service charge in the amount of Fifty Dollars (\$50.00) which shall become immediately due and payable as compensation to Landlord for administrative costs involved in collecting and

handling such delinquent payment; and (b) the unpaid balance due Landlord shall bear interest at the Interest Rate from the date such installment becomes overdue to the date of payment thereof by Tenant, and such interest shall constitute additional rent hereunder which shall be immediately due and payable. The "Interest Rate" as used herein means the lesser of: (i) the maximum rate permitted by law, and (ii) eighteen percent (18%).

ARTICLE 5 COMMON AREAS

Section 5.1. Defined. The term "common areas" shall mean all of the Building improvements, the driveways, parking areas, and other common areas owned by Landlord. The size of the Leased Premises, reasonable access to the Leased Premises and minimum parking facilities as required by governmental authorities having jurisdiction, shall not be substantially or materially impaired.

Section 5.2. Use. Landlord grants to Tenant and Tenant's employees, customers and invitees, the nonexclusive right during the Term of this Lease to use the common areas from time to time constructed, such use to be common with Landlord and all tenants of Landlord, its and their employees, customers and invitees. Tenant shall not at any time unreasonably interfere with the rights of Landlord and other tenants, its and their employees, customers and invitees, to use any part of the common areas. It is understood and agreed that Landlord may contract for mutual easement rights with adjoining landowners who shall thereafter along with their employees, customers, and invitees use the common areas in common with Landlord, Tenant and all tenants of Landlord, and their employees, customers and invitees to be extent of the adjoining landowner's contract rights.

Section 5.3. Rules and Regulations. Landlord shall manage, operate and maintain all common areas and common facilities within the common areas of the Building. The manner in which such areas and facilities shall be maintained and the expenditures therefor shall be at the reasonable discretion of Landlord. Tenant shall use the Leased Premises and the common areas of the Building in accordance with the terms of this Lease and any reasonable, uniform and non-discriminatory rules and regulations as may from time to time be reasonably made by Landlord for the general safety, comfort and convenience of the owners, occupants and tenants of the Building (collectively, the "Rules and Regulations"), and Tenant shall use Tenant's commercially reasonable efforts to cause Tenant's customers, employees and invitees to abide by the Rules and Regulations. No changes that Landlord may make to the Building or the common areas shall materially and adversely affect visibility, access, available parking in close proximity to the Leased Premises, or use of the Leased Premises.

ARTICLE 6 UTILITIES AND OTHER SERVICES

Tenant shall pay for all gas, electricity, water and sewer charges, telephone service and all other services and utilities supplied to the Leased Premises and consumed by Tenant. If the Leased Premises are not separately metered for any utility service, Tenant will pay its share (without any surcharge by Landlord) of the consumption charges based upon the ratio of the leasable square feet of the Leased Premises to the total leasable square feet of all buildings covered by the utility bill. In the event that any utility to the Leased Premises is interrupted and such utility is not restored within a 24-hour period, Tenant shall be entitled to an abatement of rent payable hereunder for

each day or portion of a day thereafter during which such utility is not reinstated and if the interruption continues for seven (7) consecutive days, the Tenant shall have the ongoing right to terminate this Lease while the interruption continues.

ARTICLE 7 USE

Section 7.1. Use Permitted and Operation of Business. Tenant covenants and agrees that it shall use and occupy the entire Leased Premises solely for the Permitted Use specified in Item 7 of the Data Summary, under the Trade Name specified in Item 8 of the Data Summary, and for no other purpose without the prior written consent of Landlord. Tenant agrees to conduct its business in a manner consistent with the purpose and character of the Building and in accordance with first-class standards for operating its type of business. Tenant may use the Building name as Tenant's advertised address when referring to Tenant's business in the Leased Premises in newspaper and other advertising. The right to use such name for such purpose for the Term of this Lease is hereby licensed by Landlord to Tenant.

Section 7.2. Uses Prohibited. It is intended that the Building shall be managed so that all prospective tenants thereof, and all customers, employees, licensees and invitees of all tenants shall have the opportunity to obtain all the goods, services, advantages, facilities and privileges of the Building without discrimination because of race, creed, color, sex, age, national origin or ancestry. To that end, Tenant shall not discriminate in the conduct and operation of Tenant's business in the Leased Premises against any person or group of persons because of the race, creed, color, sex, age, national origin or ancestry of such person or group of persons.

Section 7.3. Signage. Tenant shall have the right to erect and install exterior window, door signs, advertising media, window lettering, placards and other signs, and install interior and exterior building, window or door signs, advertising media or window or door lettering or placards, subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All signs must conform to applicable codes and ordinances in the City of Massillon, Ohio. Each Tenant sign must be granted a sign permit from the City of Massillon prior to installation. All signs must meet the requirements of the City of Massillon sign code.

Section 7.3. Compliance with Laws. Tenant shall comply with all applicable ordinances, rules, regulations and requirements of all federal, state and municipal governments which relate to the Leased Premises or the business Tenant conducts on or from the Leased Premises. Without limiting the foregoing, Tenant shall not install, use, generate, store or dispose of in or about the Leased Premises any hazardous substance, toxic chemical, pollutant or other material regulated by any applicable environmental law or regulation in violation of applicable laws, except for immaterial quantities of such substances customarily used in retail business operations so long as Tenant uses such substances in accordance with applicable laws.

ARTICLE 8 REPAIRS

Section 8.1. Landlord's Repairs. Landlord shall keep the foundations, exterior walls (except plate glass or glass or other special breakable materials used in structural portions), structural portions of the Building, the roof, the common areas (including without limitation keeping the same free from trash, debris, snow and ice), utilities (including without limitation gas, water, telephone

and electricity) and plumbing and sewer utility facilities located within the Project serving the Premises, including without limitation free flow up to their tap points within the Premises in good repair, and if necessary or required by proper governmental authority, make modifications or replacement thereof, except that Landlord shall not be required to make any such repairs, modifications, or replacements which become necessary or desirable by reason of the willful misconduct or negligence of Tenant, Tenant's agents, servants or employees.

If Landlord fails to perform, or cause to be performed, any necessary maintenance or repairs and such failure either (i) causes an emergency, health or safety situation that materially and adversely affects the operation of Tenant's business from the Leased Premises, or (ii) is severe enough to cause Tenant to cease operations in the Leased Premises (either, an "Emergency Situation"), and if such breach or failure is not cured within twenty-four (24) hours following notice from Tenant specifying such breach or failure (or, if such breach or failure shall reasonably take more than twenty-four (24) hours to cure, Landlord shall have failed to commence to cure the same within the twenty-four (24) hour period and thereafter diligently prosecuted the same to completion) then Tenant shall have the right to self-help. Any amount paid or cost or liability incurred by Tenant in so doing shall be reimbursed to Tenant within thirty (30) days after demand by Tenant. If Landlord fails to reimburse Tenant for such costs within said thirty (30) day period, then Tenant shall have the right to offset the amount due Tenant from Landlord against future payments of rent payable hereunder until the amount due Tenant is fully paid.

Section 8.2. Tenant's Repairs. Tenant shall provide all maintenance, replacements and repairs necessary to keep the Leased Premises in the condition required by this Lease, except where Landlord is responsible for the same as provided elsewhere under this Lease, including without limitation keeping the heating, ventilating and air conditioning system (HVAC) serving the Leased Premises in good repair, and replacing with glass of the same quality any cracked or broken glass, including plate glass, and any interior and exterior windows and doors in the Leased Premises.

ARTICLE 9 ALTERATIONS

Section 9.1. Tenant Responsibilities. Tenant, at Tenant's own expense, shall purchase, install and maintain in good condition Tenant's trade fixtures and floor covering, and all interior wall coverings and decorating.

Section 9.2. Alterations. After Tenant's initial build-out, Tenant shall not make any repairs, alterations, or additions to the Leased Premises or make any contract therefor in excess of \$25,000 without first procuring Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by either of the parties hereto upon the Leased Premises and which in any manner are attached to the floors, walls or ceiling shall, at the termination of the Lease, at Landlord's option become the property of Landlord and shall remain upon and be surrendered with the Leased Premises as a part thereof, without damage or injury, any floor covering affixed to the floor or track lighting affixed to the ceiling shall likewise become the property of Landlord, all without compensation or credit to Tenant. All fixtures installed by Tenant shall be new or completely reconditioned.

Section 9.3. Contractors. Tenant agrees to employ for such work one or more licensed bonded responsible contractors, and to cause such contractors to carry worker's compensation insurance

in accordance with statutory requirements and commercial general liability insurance covering such contractors on or about the Leased Premises and Building in amounts at least equal to the limits set forth in Section 12.2 below and, prior to the commencement of such work, to submit a certificate evidencing such coverage to Landlord. Tenant shall promptly pay all contractors and materialmen, so as to avoid the possibility of a lien attaching to the Leased Premises. If any such lien be made or filed, Tenant shall bond against or discharge the same within thirty (30) days after written request by Landlord. Nothing contained in this Lease shall be construed as a consent on the part of the Landlord so as to subject the Landlord's estate in the Leased Premises to any lien or liability under the lien laws of the State of Ohio.

ARTICLE 10 ACCESS TO LEASED PREMISES

Landlord shall have the right to enter upon the Leased Premises during all business hours for the purpose of inspecting the same, making Landlord required repairs, and during the last nine (9) months of the Term, for the purpose of exhibiting the same to prospective tenants, purchasers or others. Landlord shall use commercially reasonable efforts to schedule such entries during off-business hours and otherwise to minimize interference with Tenant's business operations.

ARTICLE 11 INDEMNITY

Section 11.1. Indemnity. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, demands, damages, costs and expenses, including, without limitation, attorneys' fees, arising from: (i) any breach or default by Tenant in the performance of any covenant or agreement under this Lease Agreement beyond applicable cure periods; or (ii) any negligence or intentional misconduct of Tenant, Tenant's agents, contractors, servants, employees, sublessees, concessionaires or licensees, in or about the Leased Premises or the Building; provided, however, the foregoing obligation to defend, indemnify and hold harmless shall not apply to the extent of Landlord's negligence or intentional misconduct.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, demands, damages, costs and expenses, including, without limitation, attorneys' fees, arising from: (i) any breach or default by Landlord in the performance of any covenant or agreement under this Lease Agreement beyond applicable cure periods; or (ii) any negligence or intentional misconduct of Landlord, Landlord's agents, contractors, servants, employees, sublessees, concessionaires or licensees, in or about the Leased Premises or the Building; provided, however, the foregoing obligation to defend, indemnify and hold harmless shall not apply to the extent of Tenant's negligence or intentional misconduct.

Section 11.3. Subrogation Waiver. Landlord and Tenant both agree that they shall maintain insurance with respect to the party's own property in accordance with the provisions of this Lease Agreement, and that each will look to the party's own insurer for reimbursement for any loss, and further that the insurer involved shall have no subrogation rights against the other party. Landlord's waiver of subrogation shall remain in force so long as Landlord's insurer shall consent thereto without additional premium, and if additional premium is charged, Tenant shall be required to pay the same to keep this waiver in force.

ARTICLE 12 INSURANCE

Section 12.1. Insurance Rates. Tenant shall not carry any stock of goods or do anything in or about the Leased Premises which shall in any way tend to increase insurance rates on the Leased Premises or the Building without the prior written consent of Landlord. If Landlord shall consent to such use, Tenant agrees to pay as additional rental any increase in premiums for insurance resulting from the business carried on in the Leased Premises by Tenant. If Tenant installs any electrical equipment that overloads the power lines to the building, Tenant shall, at Tenant's own expense, make whatever changes are necessary to avoid such overload and to comply with the requirements of insurance underwriters and insurance rating bureaus and governmental authorities having jurisdiction.

Section 12.2. Tenant Insurance. Tenant agrees to purchase, in advance, and to carry in full force and effect during the Term of this Lease the following insurance:

- a. "All risk" property insurance covering the full replacement value of all of Tenant's leasehold improvements, trade fixtures and personal property within the Leased Premises.
- b. Commercial general liability insurance, providing coverage on an "occurrence" rather than a "claims made" basis, which policy shall include coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad. Tenant shall maintain a combined policy limit of at least Two Million Dollars (\$2,000,000.00) applying to Bodily Injury, Property Damage and Personal Injury, which limit may be satisfied by Tenant's basic policy, or by the basic policy in combination with umbrella or excess policies so long as the coverage is at least as broad as that required herein. Such liability, umbrella and/or excess policies may be subject to aggregate limits so long as the aggregate limits have not at any pertinent time been reduced to less than the policy limit stated above, and provided further that any umbrella or excess policy provides coverage from the point that such aggregate limits in the basic policy become reduced or exhausted. Landlord shall be named as additional insured under all such policies.

Section 12.3. Evidence of Coverage. At least ten (10) days prior to entry by Tenant on the Leased Premises, Tenant shall deliver to Landlord evidence that the insurance required by this Lease is in full force and effect. At least ten (10) days prior to expiration of any such coverage, Tenant shall deliver evidence that the coverage in question will be renewed or replaced upon expiration. Such evidence of insurance shall contain sufficient information to enable Landlord to determine whether Tenant's insurance complies with the requirements of this Lease. Upon request, Tenant shall also furnish insurer-certified copies of all pertinent policies. All policies used to provide the coverage required by this Lease shall (i) be endorsed to require the insurer to provide at least ten (10) days' notice to Landlord prior to cancellation or non-renewal, and (ii) be issued by financially sound companies having an A.M. Best Company rating of at least A:VII. Tenant's required insurance may be maintained under a blanket policy covering other locations.

Section 12.4. Landlord Insurance. Landlord agrees to purchase in advance, to charge as an Operating Cost, and to carry in full force and effect during the Term of this Lease the insurance as follows:

- a. "All risk" property insurance coverage on the Building, exclusive of tenants' leasehold improvements, furniture, fixtures or equipment, inventory or other personal property, in such amount as Landlord deems prudent.
- b. Commercial general public liability insurance covering the Building, in a combined single limit amount of not less than Two Million Dollars (\$2,000,000.00), and written on an "occurrence" basis.
- c. Workers' Compensation Insurance providing statutory benefits to the respective employees of either party in the State where the Building is located with a waiver of subrogation in favor of the other party and Employer's Liability Insurance with limits of not less than \$100,000.00 per accident or disease and \$500,000.00 aggregate by disease.

In addition to the aforementioned insurance coverages, Landlord shall maintain such other insurance as reasonably required by Landlord with coverage amounts comparable to that maintained by the owners of comparable commercial properties, including, without limitation, rent loss and/or business interruption insurance. All insurance that Landlord is required to carry, or is required to cause to be carried under the terms of this Lease, shall be deemed to be primary insurance in relation to any other insurance maintained by Tenant with respect to insurance claims arising from Landlord's failure to perform its contractual obligations hereunder and Landlord's indemnity, defend and hold harmless obligations hereunder.

ARTICLE 13 FIRE OR OTHER CASUALTY

Section 13.1. Damage to Leased Premises. In case the Building improvements shall be partially or totally destroyed by any fire or other casualty covered by insurance so as to become partially or totally untenable, the same shall be repaired at the expense of Landlord within six (6) months thereafter, unless Landlord shall elect not to rebuild, as hereinafter provided, and all rent shall abate until such time that the Leased Premises are repaired and only to the extent to which the Leased Premises are untenable, in Landlord's sole determination.

Section 13.2. Repair of Damage. In case the Building, including common areas, shall be destroyed or so damaged by fire or other casualty as to render the Building partially or totally untenable, and repairs would take more than six (6) months to complete, then Landlord or Tenant may terminate this Lease by providing written notice to the other party within thirty (30) days of such casualty. If neither party elects to terminate, Landlord shall promptly repair any such damage or destruction. If the Building, including common areas, shall be destroyed or so damaged by fire or other casualty but the Building is not rendered partially or totally untenable, Landlord shall promptly repair such damage. In no event in the case of any such destruction shall Landlord be required to repair or replace Tenant's trade fixtures, furniture, equipment or other personal property.

ARTICLE 14 EMINENT DOMAIN

Section 14.1. Complete Taking. If the whole of the Leased Premises shall be taken under the power of eminent domain, then the Term of this Lease shall cease as of the day possession shall be taken and the rent shall be paid up to that date.

Section 14.2. Substantial Taking. If any of the floor area of the Leased Premises or twenty percent (20%) or more of the parking area shall be so taken, then Landlord or Tenant shall each have the right either to terminate this Lease, or, subject, in the case of Tenant, to Landlord's rights of termination as set forth in this Article, to continue in possession of the remainder of the Leased Premises upon notice in writing to the other party hereto within thirty (30) days after such taking of possession. In the event this Lease is not terminated, all of the terms herein provided shall continue in effect except that the rent shall be equitably abated as to any portion of the Leased Premises so taken and Landlord shall make all necessary repair or alterations to the extent required under this Lease.

Section 14.4. Damage Award. All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises; provided, however, that Landlord shall not be entitled to any separate award made to Tenant.

ARTICLE 15 SURRENDER OF POSSESSION

Section 15.1. Surrender. At the expiration of the Lease Term, whether by lapse of time or otherwise, Tenant shall surrender the Leased Premises broom clean and in good condition and repair, reasonable wear and tear and loss by fire or unavoidable casualty excepted. Upon Landlord's request, Tenant shall promptly remove any trade fixtures and personal property in the Leased Premises, and repair any damage occasioned by such removals at Tenant's expense. If the Leased Premises are not surrendered at the end of the Term or the sooner termination thereof, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Leased Premises. Tenant shall promptly surrender all keys for the Leased Premises to Landlord at the place then fixed for payment of rent.

Section 15.2. Month-to-Month. In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, such tenancy shall be governed by the foregoing sentence with the exception that Base Rent shall be 150% of the Base Rent prior to such holdover tenancy.

ARTICLE 16 ASSIGNMENT AND SUBLETTING

Section 16.1. Assignment. Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Leased Premises, or any part thereof by any third party; nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment") without in each such case obtaining the prior written consent of Landlord, which consent shall be subject to

Landlord's sole discretion. The consent by Landlord to any Assignment shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any transferee under an Assignment constitute an acceptance of the Assignment or a waiver or release of Tenant or any transferee of any covenant or obligation contained in this Lease, nor shall any Assignment be construed to relieve Tenant from the requirement of obtaining the consent in writing of Landlord to any further Assignment.

ARTICLE 17 NOTICES

Whenever provision is made under this Lease for notice of any kind, such notice shall be in writing shall be addressed to each party at the address set forth for such party in the Data Summary and shall be delivered by personal delivery, by mailing certified first class United States mail (return receipt requested and postage prepaid), or by nationally-recognized overnight courier for overnight delivery. Notices given in accordance with this section shall be deemed to have been delivered, given and received: on the date of delivery in the case of personal delivery, the earlier of actual receipt or three (3) days after deposit in the case of certified first class United States mail, or one (1) day after deposit in the case of overnight courier. If the holder of record of any mortgage or ground lessor's interest covering the Leased Premises shall have given prior written notice to Tenant that it is the holder of said mortgage or lessor's interest and such notice includes the address at which notices to such mortgagee or ground lessor are to be sent, then Tenant agrees to give to such party or parties notice simultaneously with any notice given to Landlord to correct any default of Landlord as hereinabove provided and agrees that such party or parties shall have the right within thirty (30) days after receipt of said notice, to correct or remedy such default before Tenant may take any action under this Lease by reason of such default.

ARTICLE 18 DEFAULT

Section 18.1. Cumulative Remedies. All rights and remedies of Landlord herein enumerated shall be cumulative and are not intended to be exclusive of any other remedies or means of redress existing at law, in equity, or by statute to which Landlord may be lawfully entitled in case of any breach or threatened breach of Tenant of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by Landlord of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by Landlord of any provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of the covenants, conditions and provisions of this Lease.

Section 18.2. Events of Default. Any one of the following events shall constitute an Event of Default:

- a. Tenant shall fail to pay any monthly installment of Base Rent or additional rent as herein provided, and such default shall continue for a period of five business (5) days after receipt of written notice of a failure to pay the same; and

- b. Tenant shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant and such default shall continue for thirty (30) days after notice from Landlord (or if such failure reasonably requires more than thirty (30) days to cure, such longer period of time as may be reasonably necessary provided Tenant commences such cure within said thirty (30) day period); or
- c. Tenant shall file or have filed against Tenant or any guarantor of this Lease any bankruptcy or other creditor's action, or make an assignment for the benefit of Tenant's creditors, provided in the case of any of the foregoing that is involuntary, Tenant shall not be deemed to have committed an Event of Default if the same is dismissed within ninety (90) days thereafter.

Section 18.3. Termination. If an Event of Default shall have occurred and be continuing, Landlord may at Landlord's sole option, by written notice to Tenant, terminate this Lease. Neither the passage of time after the occurrence of the Event of Default nor the exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord's rights under this Section.

Section 18.4. Right of Entry. If an Event of Default shall have occurred and be continuing, whether or not Landlord elects to terminate this Lease, Landlord may enter upon and repossess the Leased Premises (said repossession being hereinafter referred to as "Repossession") by force, summary proceedings, ejectment or otherwise, and may remove Tenant and all other persons and property therefrom.

Section 18.5. Relet Leased Premises. From time to time after Repossession of the Leased Premises, whether or not this Lease has been terminated, Landlord shall use commercially reasonable efforts to relet the Leased Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and for such terms (which may include concessions or free rent) and for such uses as Landlord, in Landlord's uncontrolled discretion, may determine, and may collect and receive the rent therefor. Any rent received shall be applied against Tenant's obligations hereunder, but Landlord shall not be responsible or liable for any failure to collect any rent due upon any such reletting.

Section 18.6. Continuing Obligation. No termination of this Lease and no Repossession of the Leased Premises pursuant to the immediately preceding Sections or otherwise shall relieve Tenant of Tenant's liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such Repossession, whether or not the Leased Premises shall have been relet, Tenant shall pay to Landlord the Base Rent and other sums and charges to be paid by Tenant up to the time of Repossession, and thereafter Tenant, until the end of what would have been the Term in the absence of such Repossession, shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Base Rent and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting affected pursuant to the provisions of the immediately preceding Section after deducting all of Landlord's reasonable and documented out-of-pocket expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and maintenance commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the

days on which the Base Rent would have been payable under this lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day. At any time after such termination, whether or not Landlord shall have collected any current damages as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default, an amount equal to the then present value of the excess of the Base Rent and other sums or charges reserved under this Lease from the day of such termination or Repossession for what would be the then unexpired Term if the same had remained in effect, over the amount of rent Tenant demonstrates that Landlord could in all likelihood actually collect for the Leased Premises for the same period, said present value to be arrived at on the basis of a discount of eight percent (8%) per annum.

Section 18.7. Expenses. In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable and documented out-of-pocket costs, charges, expenses and reasonable attorneys' fees incurred by Landlord in connection with any Event of Default.

Section 18.8. Lien. Landlord is hereby given a first priority lien upon all property of Tenant which shall come in or be placed upon the Leased Premises and whether acquired by Tenant before or after the date hereof to secure the payment of rent and the performance of each and every other covenant herein contained to be performed by Tenant. Upon default by Tenant, and failure to cure as provided in this Article, Landlord, without notice or demand, may take possession of and sell such property without legal process of any kind, at public or private sale after one publication of a notice thereof in a daily newspaper published in the county where the Leased Premises are situated, not less than ten (10) days before such sale or by giving minimum notices required by law. The proceeds of any such sale shall be applied first to the payment of expenses thereof, second to the discharge of the rent or other liability hereunder unpaid, and the balance, if any, shall be held for the account of the Tenant. Tenant agrees to execute and record any financing statements and other documents necessary to perfect of record the lien herein granted.

Section 18.9. Security Deposit. If at any time during the Term of this Lease, any of the Base Rent or any other sum due Landlord shall be overdue and unpaid, whether as a result of an Event of Default or otherwise, then Landlord, at its option, may appropriate and apply all or any portion of the Security Deposit to the payment of any overdue Base Rent or other sum due from Tenant to Landlord hereunder. The use, application or retention of the Security Deposit, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or at law or in equity (it being intended that Landlord shall not first be required to proceed against the Security Deposit) and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. At expiration of the Term, provided Tenant has not then committed an Event of Default, Landlord shall return the Security Deposit to Tenant less any sum that may be applied from the Security Deposit by Landlord pursuant to this Section 18.9.

Section 18.10. Landlord Default. Landlord shall in no event be considered to be in default of Landlord's obligations hereunder until the expiration of thirty (30) days (or if such default cannot be reasonably cured within said 30 days then such longer period of time as is reasonably necessary to cure the same provided Landlord commences the cure within said thirty (30) day period and pursues cure of the same thereafter) after receipt of notice of default from Tenant. Tenant shall provide all necessary access to the Leased Premises to cure any default should such access be needed.

ARTICLE 19 LANDLORD'S RIGHT TO CURE DEFAULT

If Tenant defaults in the making of any payment, or in the doing of any act herein required to be made or done by Tenant, or does or suffers any act prohibited herein, then Landlord may, but shall not be required to, make such payment or do such act, or correct any damage caused by such prohibited act and to enter the Leased Premises as appropriate in connection therewith, and the amount of the reasonable and documented out-of-pocket expense thereof, if made or done so by Landlord, with interest thereon at the Interest Rate (as hereinafter defined) from the date paid by Landlord, shall be paid by Tenant to Landlord and shall constitute additional rent hereunder due and payable with the next monthly installment of rent; but the making of such payment or the doing of such act by Landlord shall not operate to cure such default or to estop Landlord from the pursuit of any remedy of which Landlord would otherwise be entitled.

ARTICLE 20 WAIVER

No waiver by either party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent, to terminate this Lease, to repossess the Leased Premises or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

ARTICLE 21 SUBORDINATION

Section 21.1. Mortgage. For the purposes of this Section, the term "Mortgage" shall mean at any time, any mortgage of record now or hereafter placed against the Building, any increase, amendment, extension, refinancing or recasting of a Mortgage and, in the case of a sale or lease and leaseback by Landlord of all or any part of the Building, the lease creating the leaseback. For the purposes hereof, a Mortgage shall be deemed to continue in effect after foreclosure thereof and during the period of redemption therefrom.

Section 21.2. Subordination. This Lease is subject and subordinate to the lien of any Mortgage which may now or hereafter encumber the Building or any development of which the Building is a part. In confirmation of such subordination, Tenant shall, at Landlord's request from time to time, promptly execute any certificate or other document requested by the holder of the Mortgage on form reasonably acceptable to Tenant. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any Mortgage, Tenant shall immediately and automatically attorn to the purchaser at such foreclosure sale, as the landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease or the obligations of Tenant hereunder in the event that any such foreclosure proceedings is prosecuted or completed.

Neither the holder of the Mortgage (whether it acquires title by foreclosure or by deed in lieu thereof) nor any purchaser at foreclosure sale shall be liable for any act or omission of Landlord, subject to any offsets or defenses which Tenant might have against Landlord or bound by any prepayment by Tenant of more than one month's installment of Base Rent and additional rent or by any modification of this Lease made subsequent to the granting of the Mortgage. Notwithstanding anything to the contrary contained in this Section, so long as Tenant is not in default under this Lease, this Lease shall remain in full force and effect and the holder of the Mortgage and any purchaser at foreclosure sale thereof shall not disturb Tenant's possession hereunder.

ARTICLE 22 QUIET ENJOYMENT

Provided Tenant does not have an ongoing Event of Default, Tenant shall have peaceful and quiet use and possession of the Leased Premises without hindrance on the part of Landlord, and Landlord shall warrant and defend Tenant in such peaceful and quiet use and possession against the claims of all persons claiming by, through, or under Landlord.

ARTICLE 23 ESTOPPEL CERTIFICATES

Tenant agrees at any time and from time to time, upon not less than twenty (20) days after written notice from Landlord, to execute, acknowledge and deliver to Landlord or a party designated by Landlord in a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications; (ii) stating the dates to which the rent and other charges hereunder have been paid by Tenant; (iii) stating whether or not Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default; (iv) agreeing that Tenant and Landlord will not thereafter modify the Lease without the approval of any mortgagee identified by Landlord; (v) agreeing that, except for any security deposit required herein, Tenant shall not prepay any rent more than thirty (30) days in advance; and (vi) such other matters relating to this Lease as may reasonably be requested. Any such statement delivered pursuant hereto may be relied upon by any owner of the Building, any prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest, or any prospective assignment of any such mortgagee of the Building or of Landlord's interest, or any prospective assignee of any such mortgagee.

ARTICLE 24 BROKERS

Landlord and Tenant represent and warrant to each other that neither party has engaged or dealt with any broker in connection with this Lease other than Capitol Real Estate Advisors, Inc. ("Broker"). Broker shall be paid by Landlord. Each of Landlord and Tenant agrees to indemnify, defend and hold the other party harmless from and against any claim (including reasonable attorneys' fees in connection therewith) for any other broker's fees or finder's fees asserted by anyone claiming by through or under such indemnifying party in connection with this Lease or any extension hereof. Landlord shall pay any commission due Broker and any other brokers engaged by Landlord.

ARTICLE 25 GENERAL

Section 25.1. Relationship of Parties. Nothing contained herein shall be deemed or construed by anyone as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

Section 25.2. Third Party Beneficiary. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of a mortgagee.

Section 25.3. Headings. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles.

Section 25.4. Binding Effect of Lease. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns. Landlord, at any time and from time to time, may make an assignment of Landlord's interest in this Lease, and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and Landlord's successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

Section 25.5. Force Majeure. Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays and applicable periods for performance shall be extended accordingly, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond the party's reasonable control. The provisions of this Section shall not operate to excuse Tenant from prompt payment of rent, additional rent or other monetary payments required by the terms of this Lease.

Section 25.6. No Recording of Lease. Tenant shall not record this Lease or any memorandum of lease pertaining to this Lease.

Section 25.7. Acceptance of Payment. No payment by Tenant or receipt by Landlord of a lesser amount than the amount then due under this Lease shall be deemed to be other than on account of the earliest portion thereof due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance due or pursue any other remedy in this Lease provided.

Section 25.8. Unenforceability. Unenforceability of any provision contained in this Lease shall not affect or impair the validity of any other provision of this Lease.

Section 25.9. Governing Law. The laws of the State of Ohio shall govern the validity, performance and enforcement of this Lease.

Section 25.10. Corporate Tenants. In the event Tenant is a corporation, limited partnership, or limited liability company, each person executing this Lease on behalf of Tenant hereby covenant and warrants that: Tenant is a duly constituted entity qualified to do business in the State of Ohio; all of Tenant's franchise and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized by such entity to execute and deliver this Lease on behalf of such entity.

Section 25.11. Joint and Several Liability. In the event that two or more individuals, corporations, partnerships or other entities (or any combination of two or more thereof) shall sign this Lease Agreement as Tenant, the liability of each such individual, corporation, partnership or other entity to perform all obligations hereunder shall be deemed to be joint and several. In like manner, in the event that the Tenant named in this Lease Agreement shall be a partnership or other business association, the members of which are, by virtue of statute, or general law, subject to personal liability, then the liability of each such member shall be deemed to be joint and several.

Section 25.12. Waiver of Jury Trial. Landlord and Tenant hereby mutually waive any and all rights which either may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

Section 25.13. Entire Agreement; Amendments. This Lease and the exhibits attached hereto constitute the entire agreement between Landowner and Tenant respecting its subject matter and supersede all prior agreements, understandings, negotiations and discussions, whether or oral or written, of the parties pertaining to the subject matter thereof. Any agreement, understanding or representation respecting the Building, or any other matter referenced herein not expressly set forth in this Lease or a subsequent writing signed by both parties is null and void. This Lease shall not be modified or amended, except in writing signed by both parties. No purported modifications or amendments, including, without limitation, any oral agreement, course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

Section 25.15. Prevailing Party. If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, proceeding, trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

[SIGNATURE PAGE FOLLOWS]

LANDLORD:

R&H Leasing
an LLC

By: R&H Leasing
Name: Richie Hoff
Its: member

TENANT:

KDJOH, LLC
an Ohio Limited Liability Company

Matthew S.D.
By: Matthew S. Darin
Name: Matthew S. Darin
Its: Authorized Signatory

EXHIBIT A

TENANT'S WORK

Tenant shall have the right to construct exterior and interior improvements and alterations to the Leased Premises in order to customize the Leased Premises for its intended use at Tenant's sole cost and expense. All such work shall be performed in accordance with the terms of the Lease, including without limitation those set forth in Articles 2 and 9. Said Tenant Improvements shall be in compliance with and subject to all applicable building codes and Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

EXHIBIT B

LANDLORD'S WORK

Landlord shall perform the following work on the Leased Premises:

- Cause the HVAC, electricity, plumbing and gas systems to be in good working condition.
- Cause the Premises to be in compliance with all applicable federal, state and local laws, including without limitation all local building codes.
- Cause the roof to be in good condition.

C-1.2 Business Name, as it appears on the Applicant's certificate of incorporation, charter, bylaws, partnership agreement or other official documents.

KDJOH, LLC

C-1.3 Trade names and DBA (doing business as) names

No response provided by applicant

C-1.4 Business Address

1932 Lincoln Way East

C-1.5 City

Massillon

C-1.6 State

OH

C-1.7 Zip Code

44646

C-1.8 Phone

8477808065

C-1.9 Email

mkahn@greenhousegrp.com

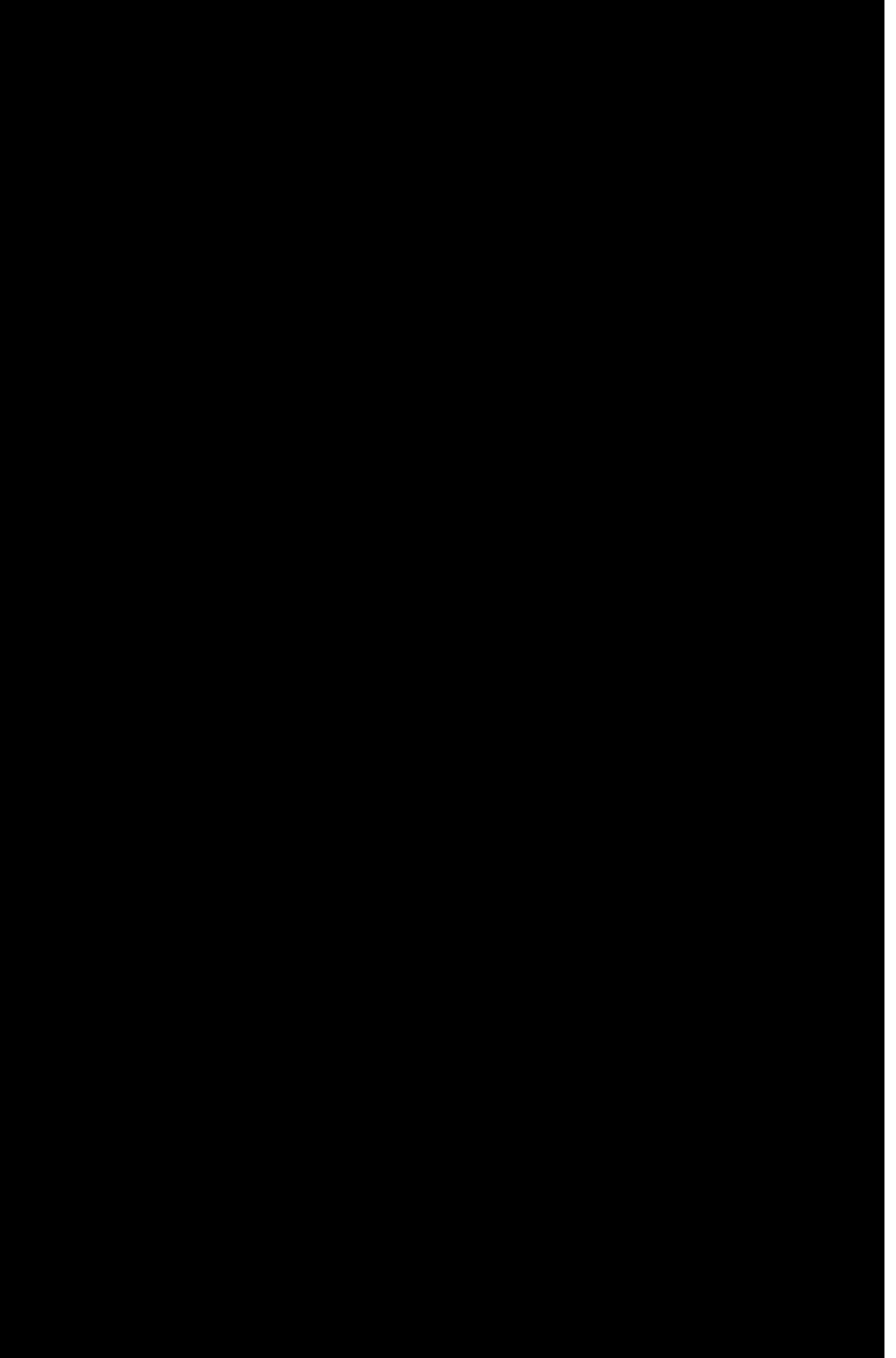
Business Plan(Site and Facility Plan)

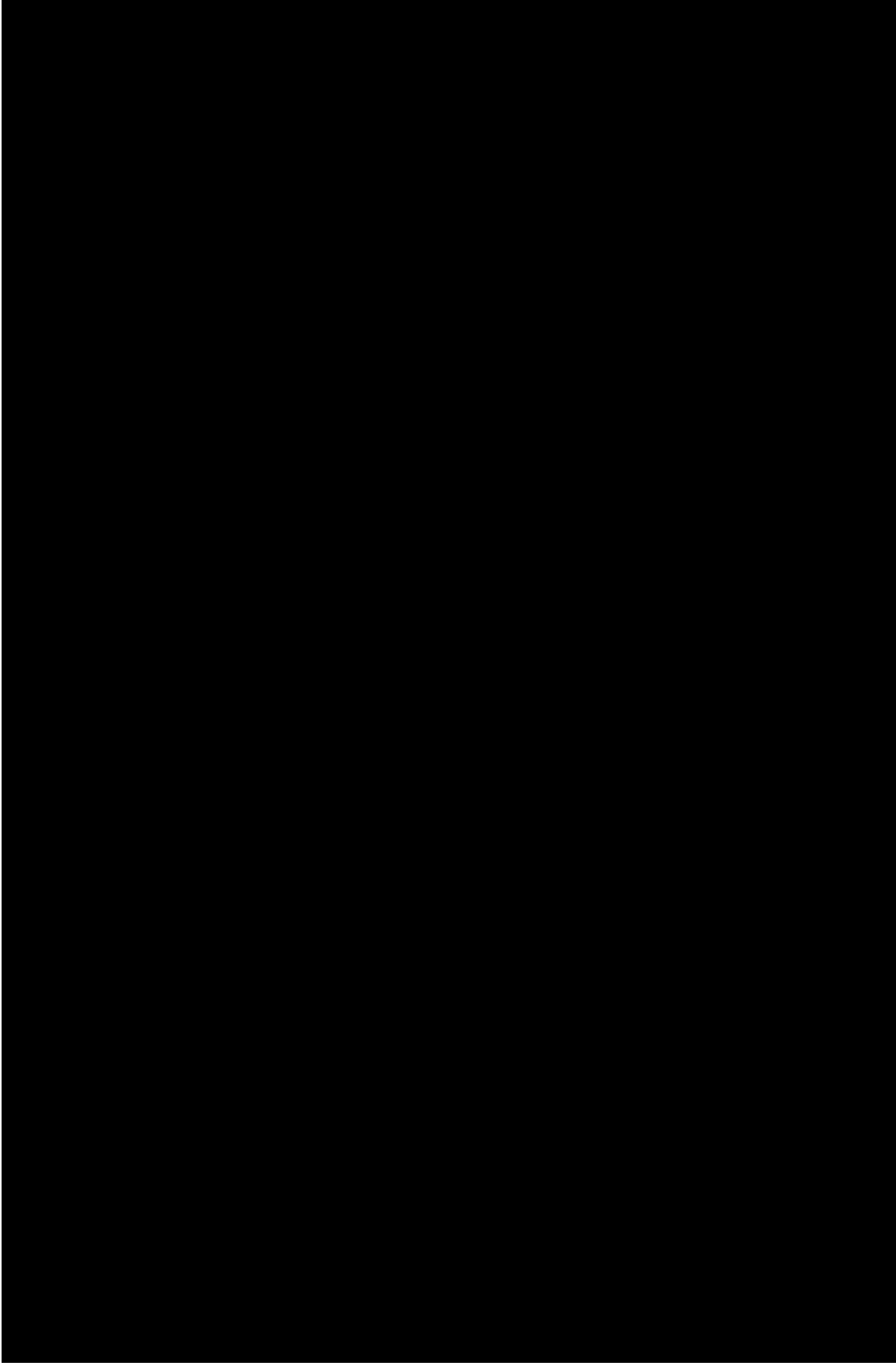
C-2.1 Applicants must show that they can expeditiously use a site and facility to meet the activities described in the provisional license by attaching one of the following:

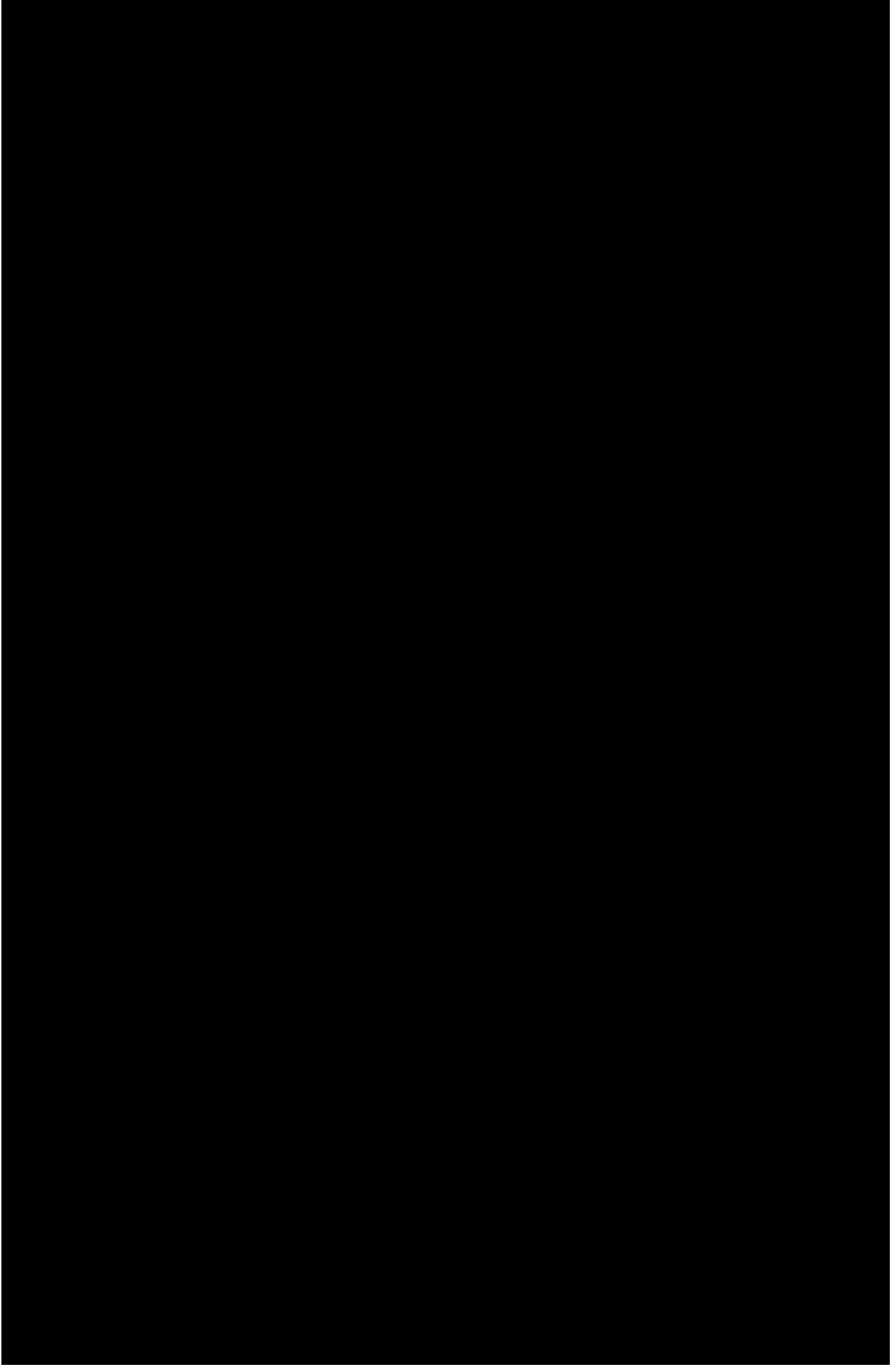
- If the facility is in existence at the time that the provisional license application is submitted, submit plans and specifications drawn to scale for the interior of the facility.
- If the facility is in existence at the time that the provisional license application is submitted, and the Applicant plans to make alterations to the facility, submit renovation plans and specifications for the interior and exterior of the facility.
- If the facility does not exist at the time that the provisional license application is submitted, submit a plot plan that shows the proposed location of the facility and an architectural drawing of the facility, including a detailed drawing, to scale, of the interior of the facility.

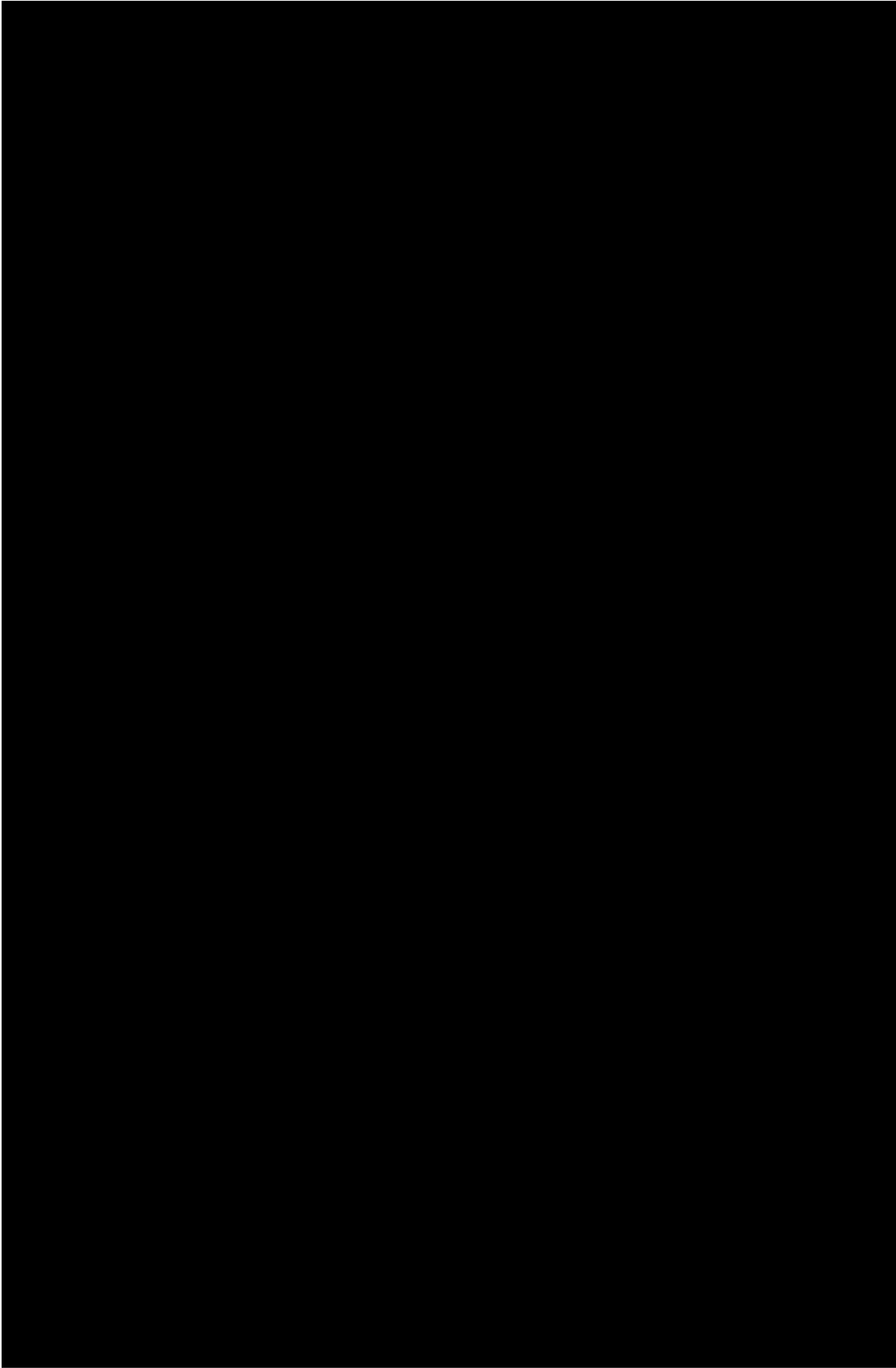
Uploaded Document Name: **C-2.1_Site and Facility Plan.pdf**

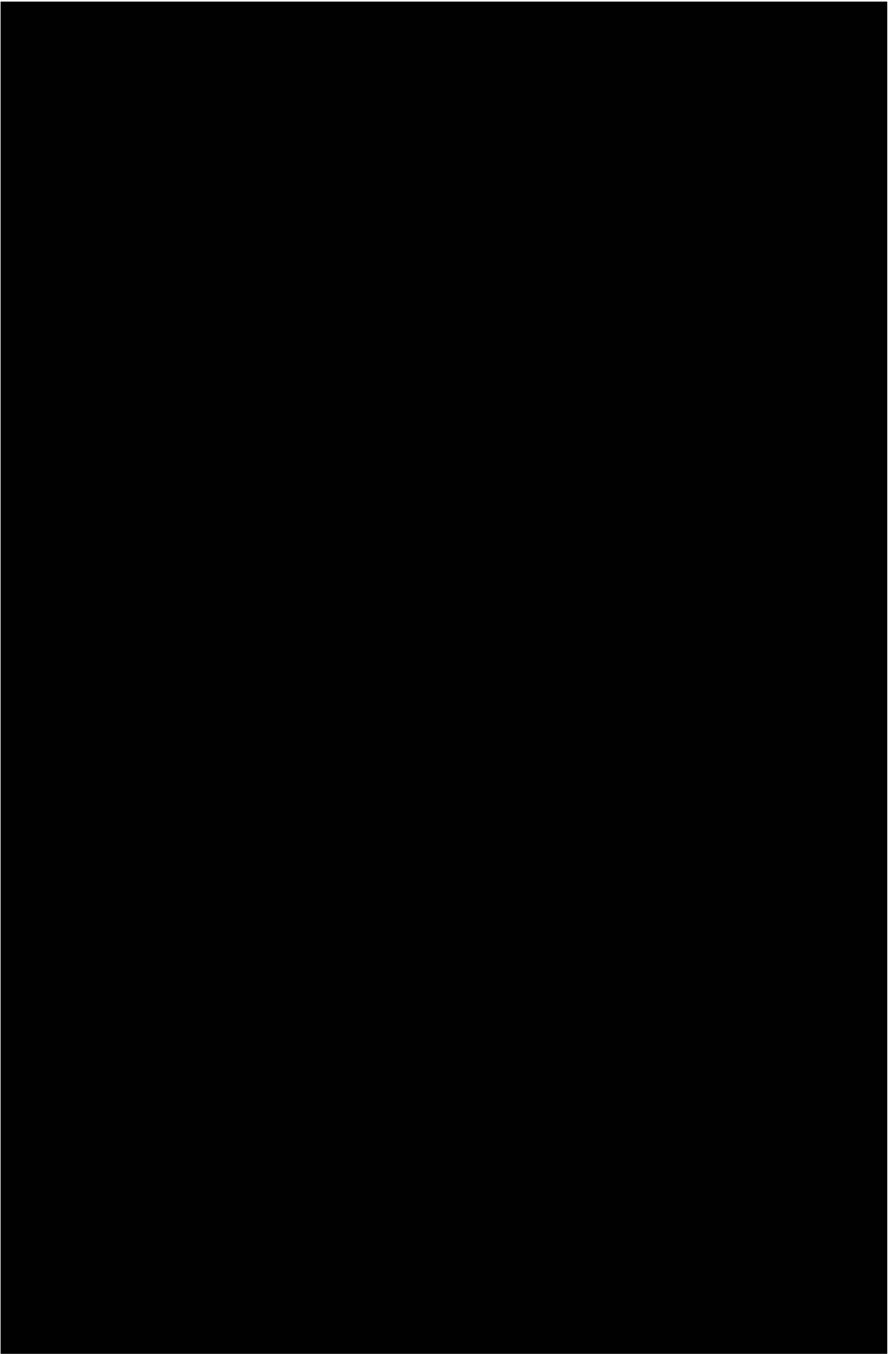
NOTE: This applicant uploaded document is the next 15 page(s) of this document.

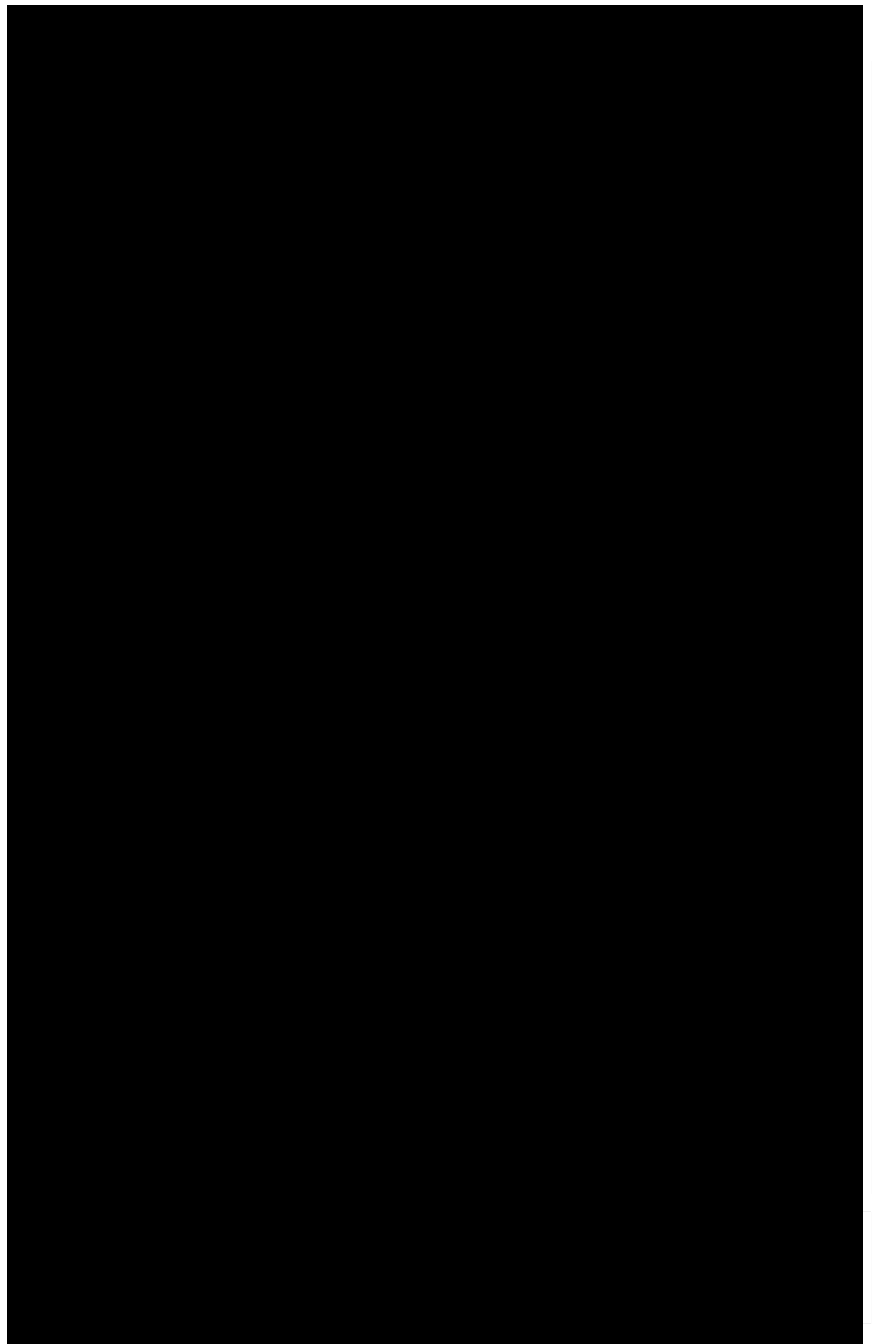


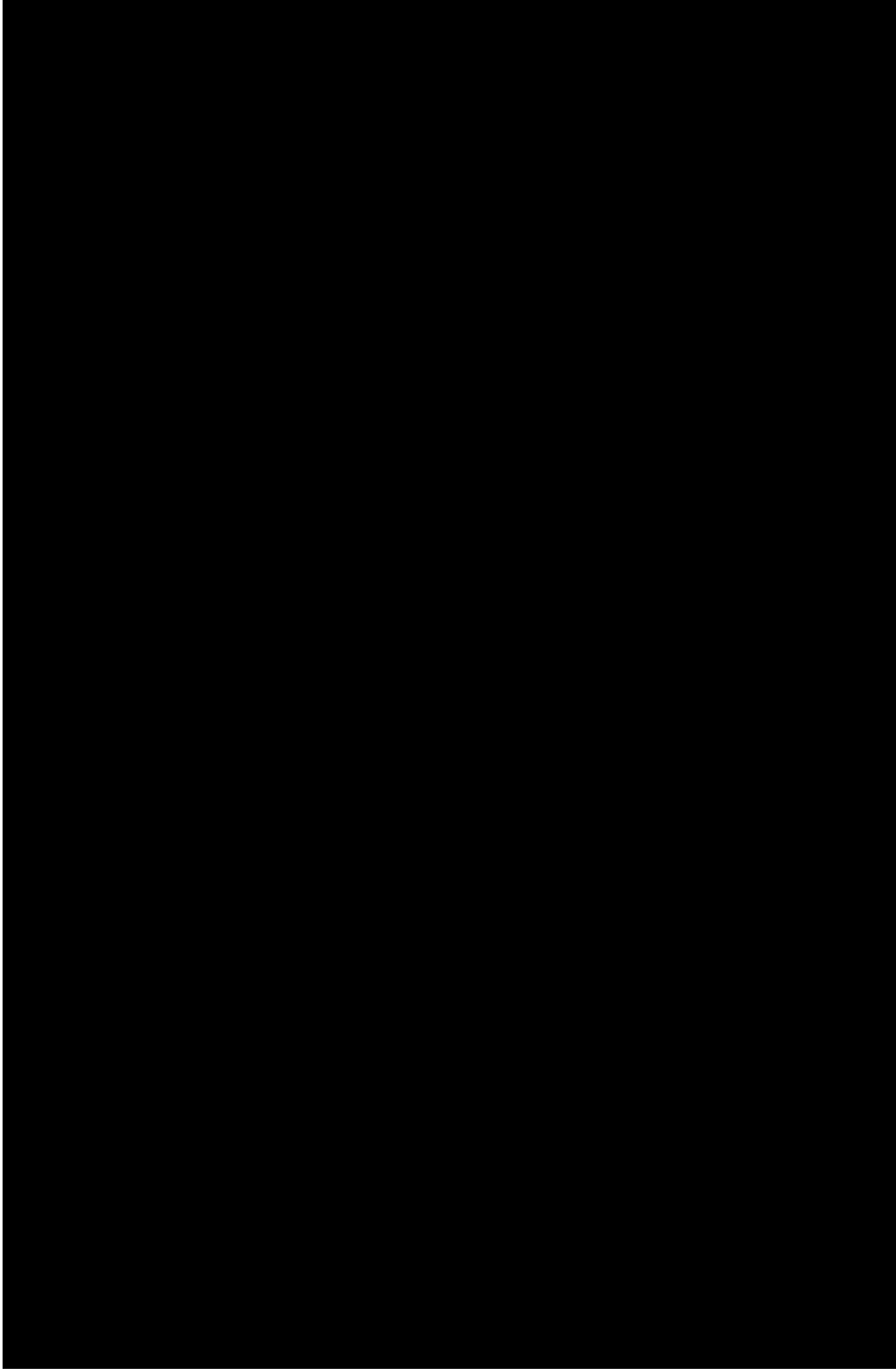


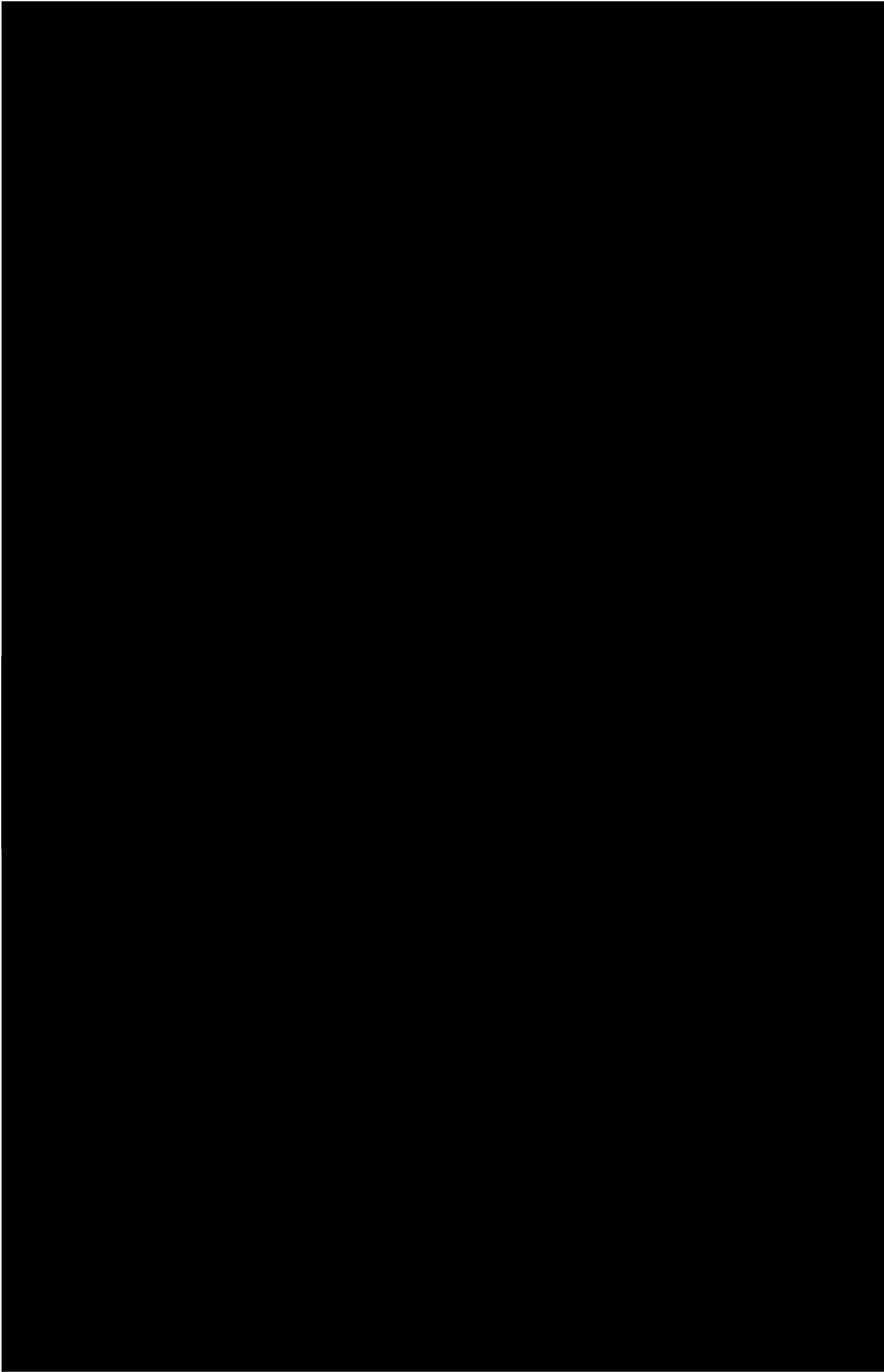


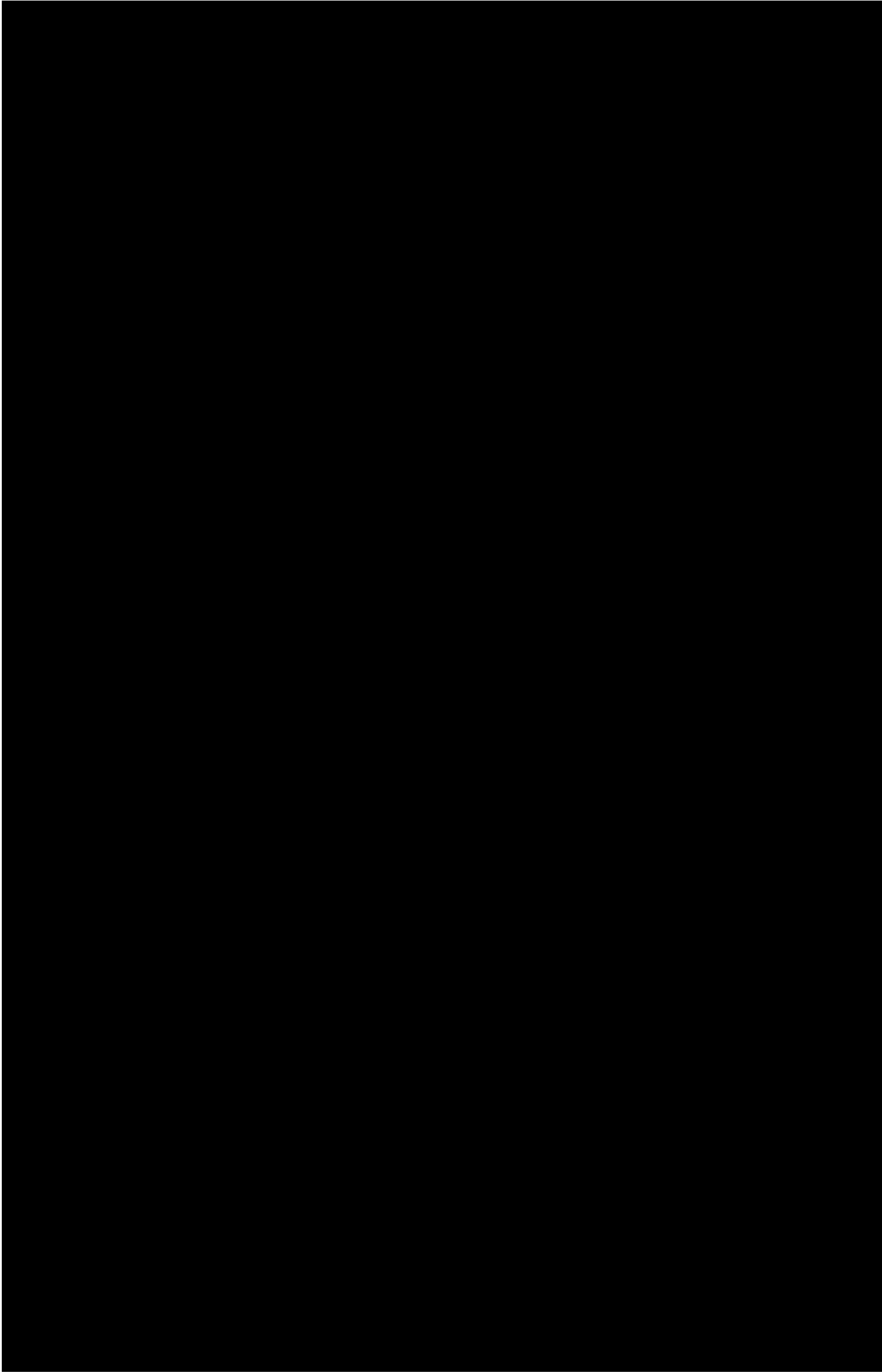


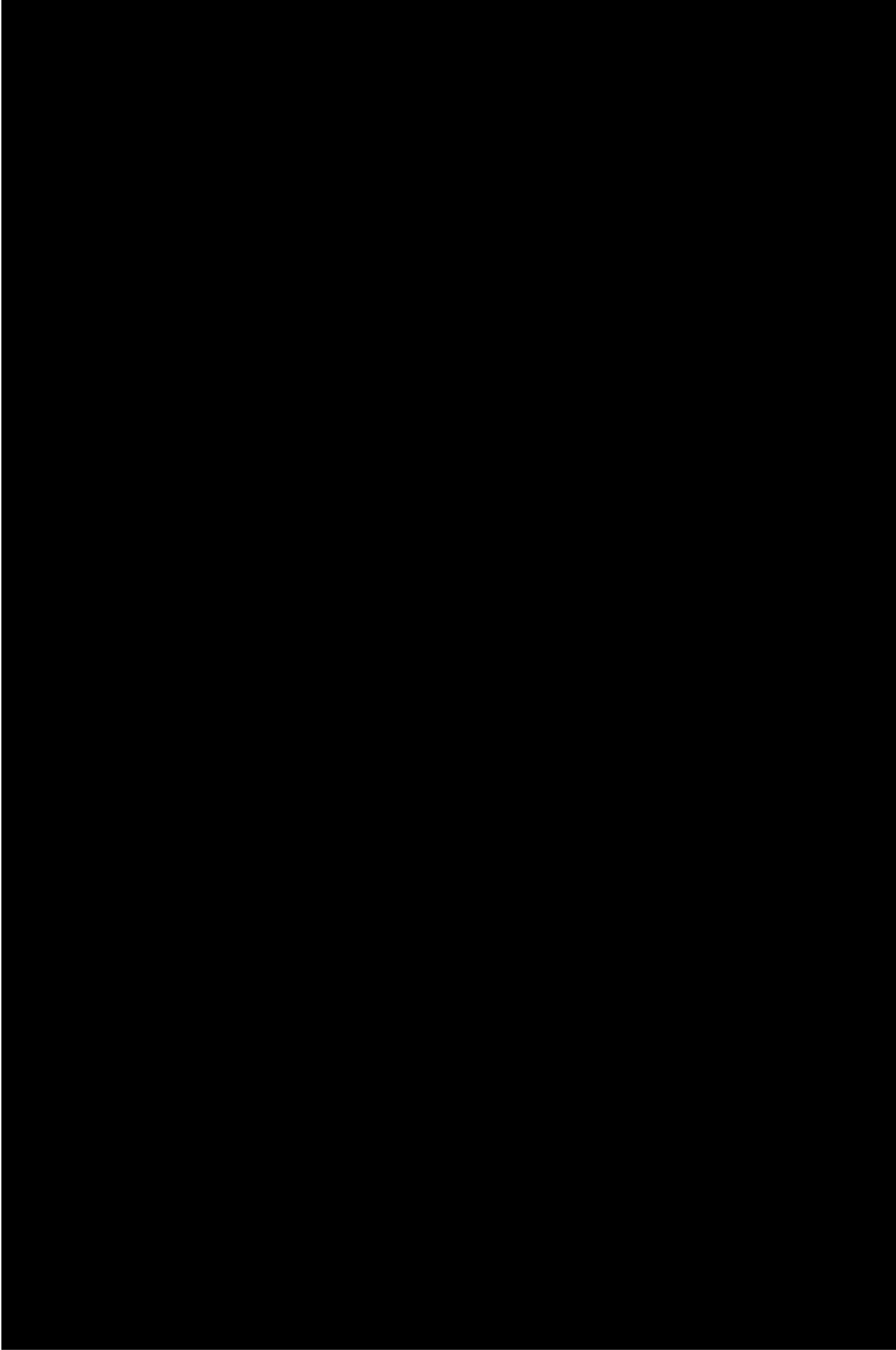


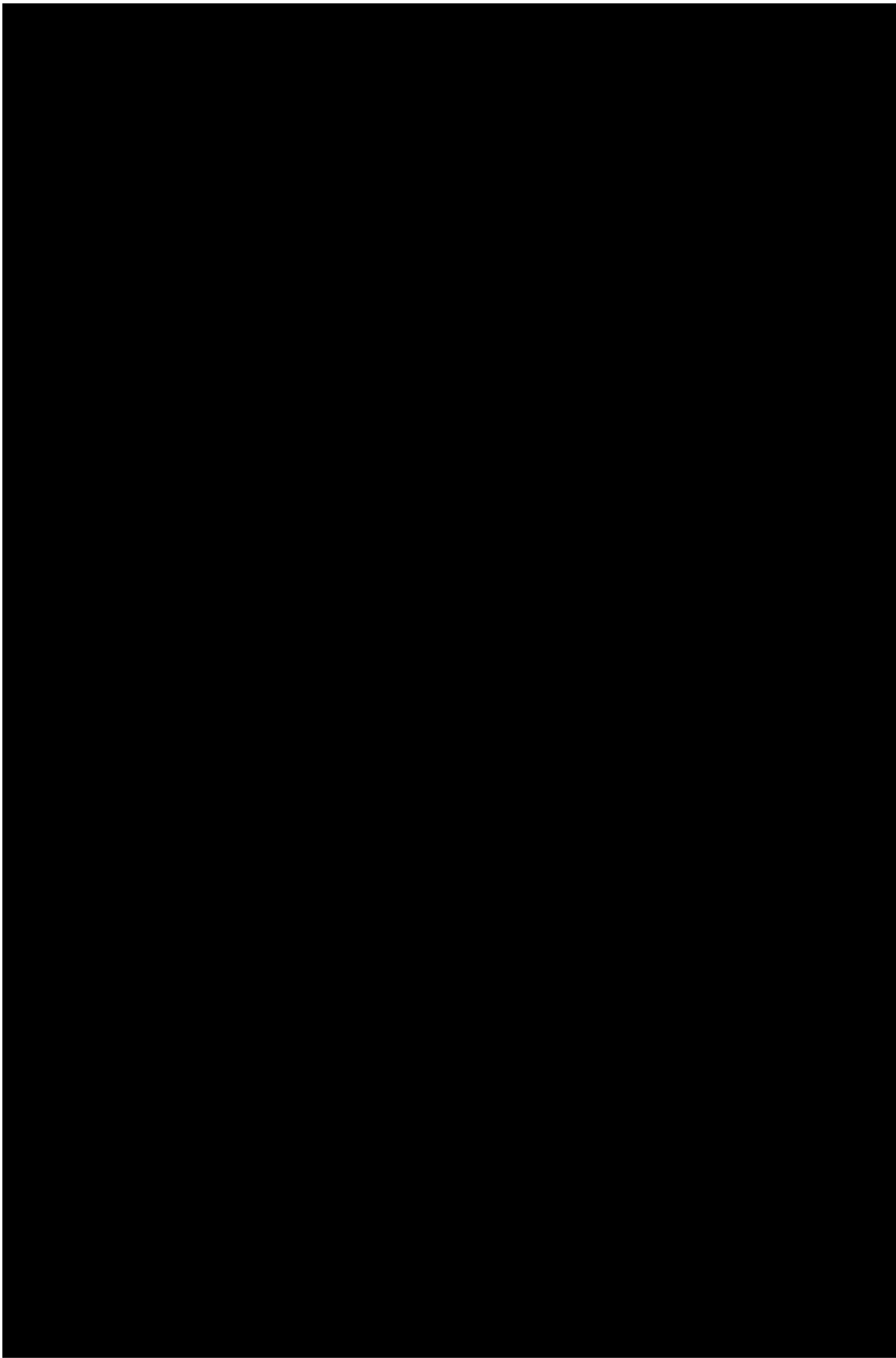


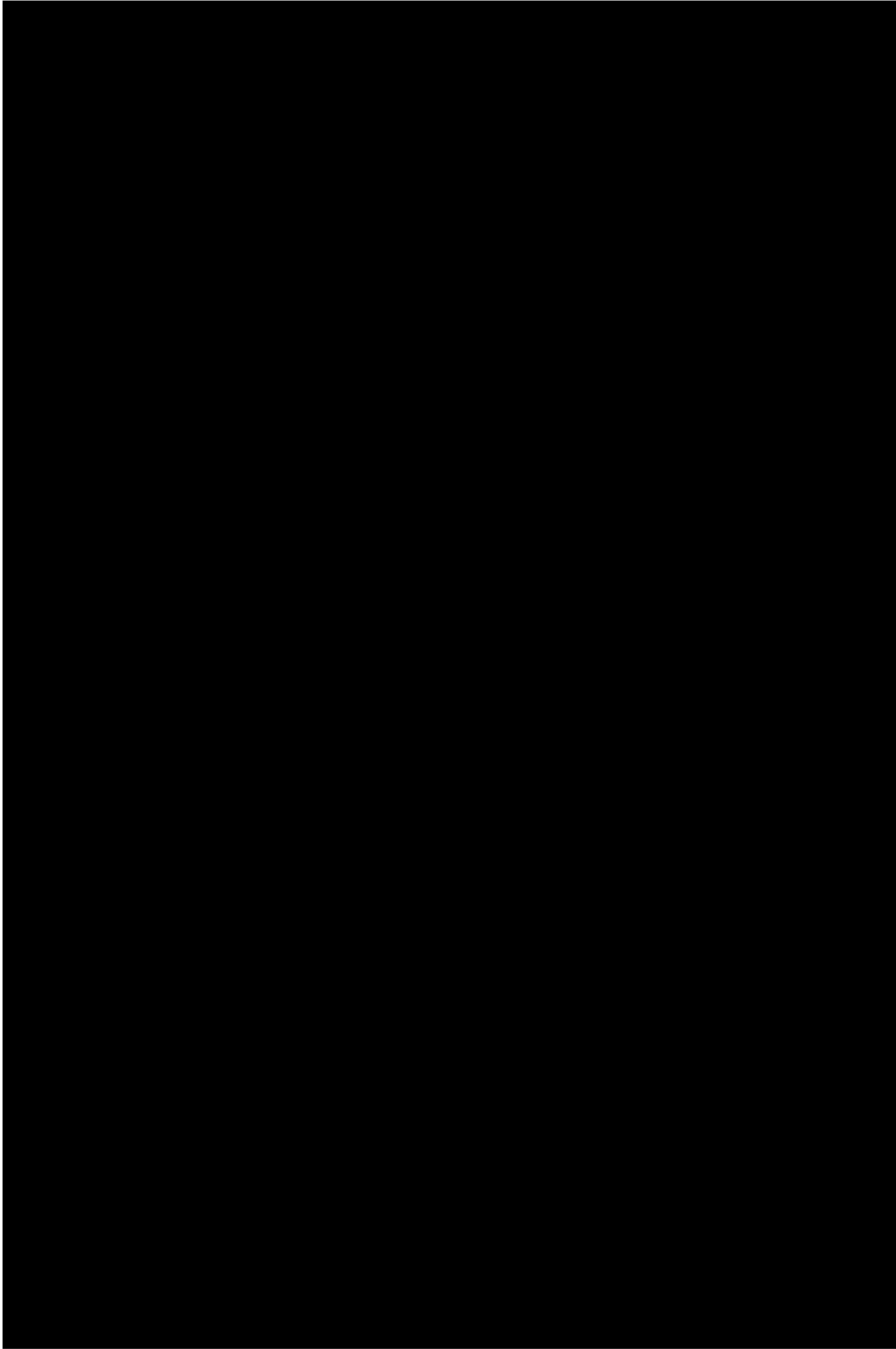


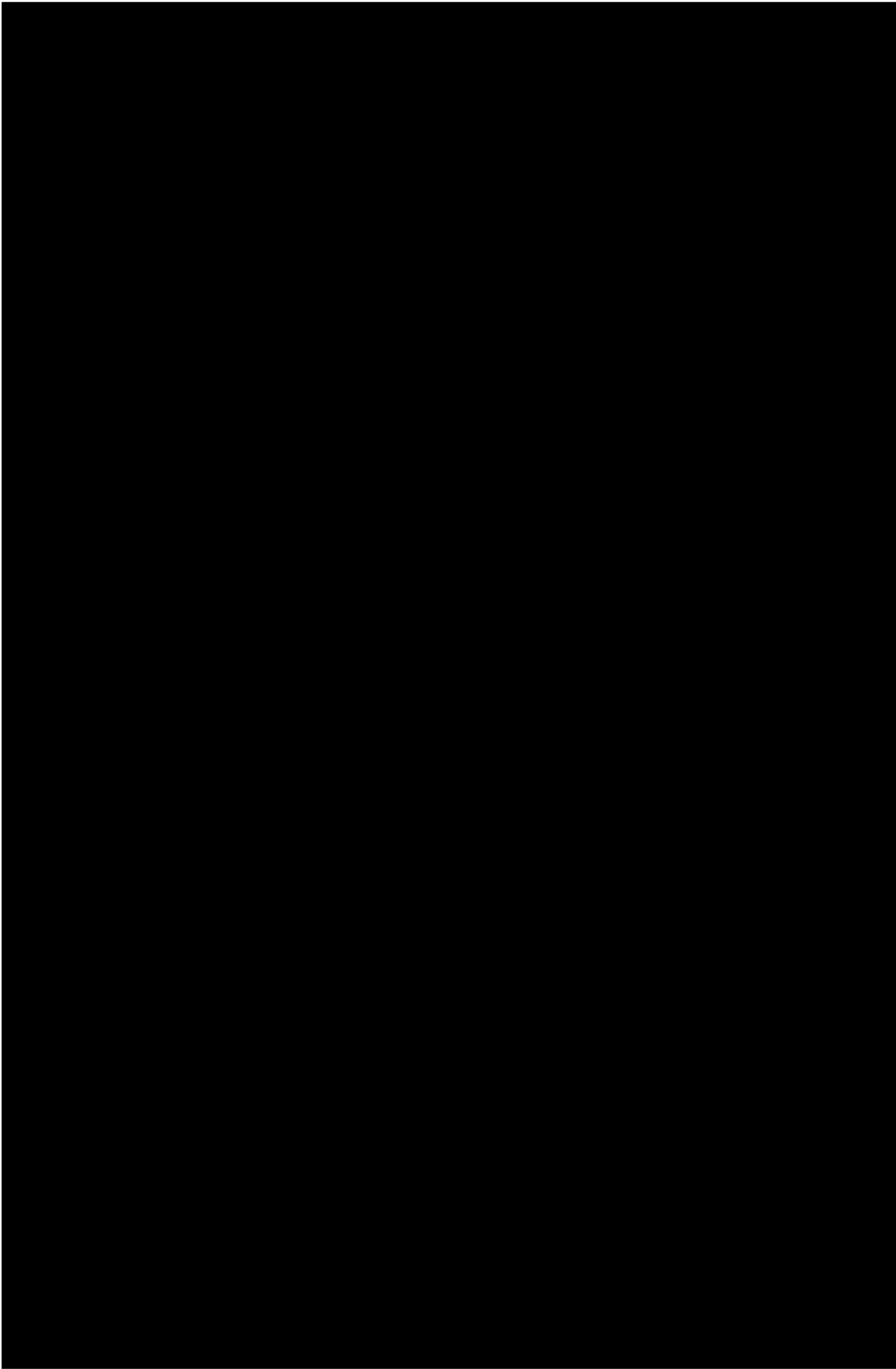












C-2.2 The Applicant also must submit evidence that it is in compliance with any local ordinances, rules, or regulations adopted by the locality in which the Applicant's property is located, which are in effect at the time of the application. Include copies of any required local registration, license or permit. If no relevant zoning restrictions have been enacted, provide a professionally prepared survey which demonstrates that the Applicant is not in violation of restrictions pertaining to [prohibited facilities](#) and is not located within 500 feet of a community addiction services provider as defined under [section 5119.01 of the Revised Code](#). [OAC 3796:5-5-01](#)

Uploaded Document Name: **C-2.2_Zoning Form and Survey (1932 Lincoln Way East, Massillon, Ohio 44646).pdf**

NOTE: This applicant uploaded document is the next 6 page(s) of this document.



STATE OF
OHIO
BOARD OF PHARMACY

Ohio Medical Marijuana Control Program Dispensary Application



NOTICE OF PROPER ZONING FORM

(Attachment to Application Section C-2.2)

This form must be signed by an individual with authority to sign on behalf of the local government or zoning office where the Applicant proposes to locate its dispensary. The form must be printed and signed with an original, wet-ink signature. Electronic or digital signatures are not acceptable. Scan and attach a copy of the signed form, in PDF format, in response to Question C-2.2 of the online Application.

To be Completed by Applicant		
Business Name of Applicant: <u>KDJOH</u>		
Physical Address and Name of Proposed Medical Marijuana Dispensary: <u>1932 Lincoln Way East</u>		
City: <u>Massillon</u>	County: <u>Stark</u>	
State: Ohio	Zip Code: <u>44646</u>	Phone Number:
To be Completed by Zoning Authority or Local Government		
Jurisdiction of Zoning Office or Local Government <u>Massillon, Ohio</u>		
Moratorium (Required to check one box)		
<input checked="" type="checkbox"/> The area of <u>Massillon, Ohio</u> HAS NOT enacted a local moratorium or taken other action that would prohibit the applicant from operating as a medical marijuana Dispensary.		
<input type="checkbox"/> The area of _____ HAS enacted a local moratorium or taken other action that would prohibit the applicant from operating as a medical marijuana Dispensary. (Note: This will lead to disqualification of the application)		
Zoning (Required to check one box)		
<input type="checkbox"/> The area of _____ HAS NO zoning in place at this time. <i>*If Applicant checks this box, Applicant must also include a professionally prepared survey which demonstrates that the Applicant is not in violation of restrictions pertaining to prohibited facilities and is not located within 500 feet of a community addiction services provider as defined under section 5119.01 of the Revised Code.</i>		
<input checked="" type="checkbox"/> The area of <u>Massillon, Ohio</u> HAS zoning in place at this time and applicant's proposed facility appears to be planned in accordance with complying with all local zoning laws and regulations in place at the time of completion of this application.		



STATE OF
OHIO
BOARD OF PHARMACY

Ohio Medical Marijuana Control Program Dispensary Application



Permit (Required to check one box)	
<input type="checkbox"/> The Applicant has received local zoning approval and was issued a permit. <i>*If Applicant checks this box, Applicant must attach the permit issued.</i>	
<input type="checkbox"/> The Applicant has applied for local zoning approval, but was not yet issued a permit.	
<input checked="" type="checkbox"/> No zoning approval was applied for and no permit was received at this time.	
Printed Name of Local Government Representative:	Title:
DAVID Maley	Economic Development Director
Signature:	Date:
Daniel Maley	11-15-17

SURVEY LOCATION MAP



↑North

The above map shows a 750-foot radius around the proposed facility in all directions and identifies 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 Section 5119.01 of Revised Code 3796:5-5-01 of the Administrative Code as of the date shown hereon.

There are no (1) schools 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); (2) churches (as defined in ORC 1710.01); (3) public libraries (as defined in ORC Chapter 3375); (4) public playgrounds (including state or local government property); or (5) public parks (including state or local government property) visible within the mapped area.

The map is not a boundary survey as defined by Ohio Administrative Code 4733. The preparer relies on information supplied for prohibited facilities, and information utilized from public records including county land records. Preparer is a Surveying Professional utilizing industry accepted standards for this service.

**1932 Lincoln Way East
Massillon, OH 44646 (Stark)**

Prepared by:



Wadsworth, OH 44282

Under the direction of:
Kevin J. Clark P.S 6498
November 5, 2017

The Edge Group LLC Project No. 20170176-06

Adjoining Land Uses/ Notes

Stark County GIS

Site Number	Parcel ID	Owner Name	Land Use
1	701562	Target Corporation	Shopping Center
2	Various Parcel Numbers	Stark Metropolitan Housing Authority	Multi-Family Housing
3	Various Parcel Numbers	Various Owners	Single-Family Housing
4	Various Parcel Numbers	Various Owners	Single and Two-Family Housing
5	Various Parcel Numbers	Various Owners	Single-Family Housing
6	70045	Grey, Ronald A	Commercial Structure

Source of Information: Stark County Auditor

Stark County Base Map



Note: The SW corner of the target property at the street right of way line, as illustrated by the blue line above, measures an average length of approximately 502 feet NE of the NE corner at the street right of way line of the True Church House of Prayer. Various data resources including the local and other published data that are generally accepted industry standards for products of this nature were utilized to establish this value.

Subject Property Parcel Information

Property Record Card - Alan Harold, Stark County Auditor

Generated 11/13/2017 7:50:25 PM

Subject Property	
Parcel	605610
Owner	R & G LEASING LLC
Address	1930 LINCOLN WAY E MASSILLON OH 44646-6965
Mailing Address Line 1	R & G LEASING LLC
Mailing Address Line 2	1930 LINCOLN WAY E
Mailing Address Line 3	MASSILLON OH 44646
Legal Description	OL 330 1.10A
Last Inspected	09/10/2015
Property Class	COMMERCIAL
DTE Classification	420 - SMALL RETAIL STORE
Tax District	00050 MASSILLON CITY - MASSILLON CSD
School District	7609 MASSILLON CSD
Township	MASSILLON TOWNSHIP
City	MASSILLON CITY
Neighborhood	006-01-99-01
Map Routing Number	06 035 19 1400

Source of Information: Stark County Auditor

C-2.3 Provide a location map of the area surrounding the proposed facility that establishes the facility is at least 500 feet from a [prohibited facility](#) or a community addiction services provider as defined under [section 5119.01 of the Revised Code](#). In establishing the distance between a proposed dispensary and such a facility, the distance shall be measured linearly and shall be the shortest distance between the closest point of the property lines of the proposed dispensary and the prohibited facility or community addiction services provider. The map must be clearly legible and labeled and may be divided into 8.5*11 inch sections. [OAC 3796:5-5-01](#)

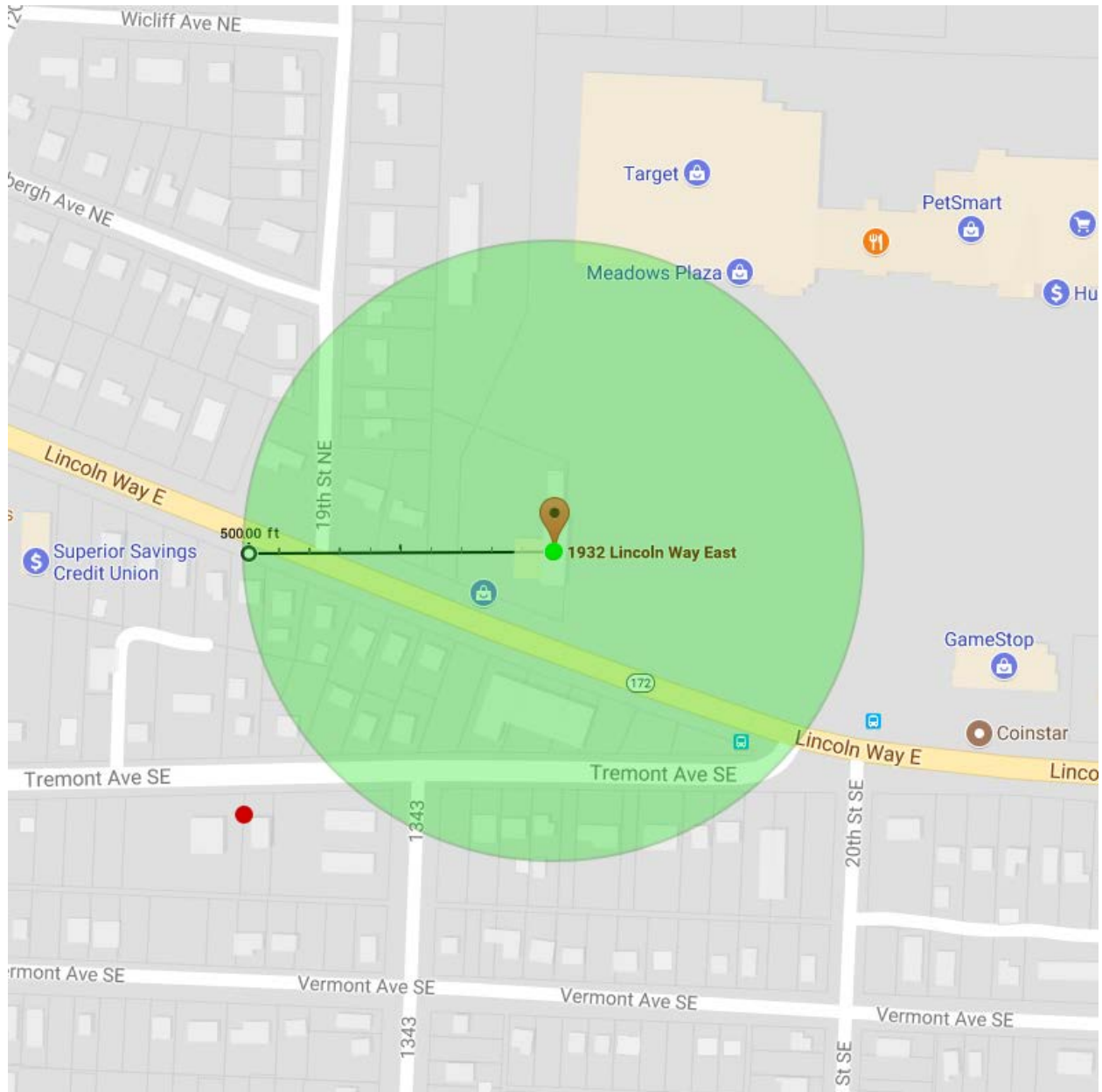
Uploaded Document Name: **C-2.3_Location Map (1932 Lincoln Way East, Massillon, Ohio 44646).pdf**

NOTE: This applicant uploaded document is the next 1 page(s) of this document.

Location Map

The following is a location area map of the area surrounding the proposed facility that establishes the facility is at least 500 feet from a prohibited facility or a community addiction services provider as defined under section 5119.01 of the Revised Code.

The green circle represents a 500-foot radius around the proposed location. Prohibited facilities and community addiction services providers are marked on the map by red circles.



Business Plan(Business Startup Plan)

C-3.1 A business startup plan is required for all dispensary provisional license applications. The business startup plan must provide a comprehensive set of activities necessary for the startup of the facility within six months of receiving a provisional license. Provide a timeline describing the process, methods, or steps used to execute a compliant business startup plan that includes, at a minimum:

1. Security and surveillance
2. Employee qualifications and training
3. Storage of medical marijuana products
4. Inventory management
5. Record-keeping
6. Prevention of medical marijuana diversion

[Redacted content]

[illegible]

[illegible]

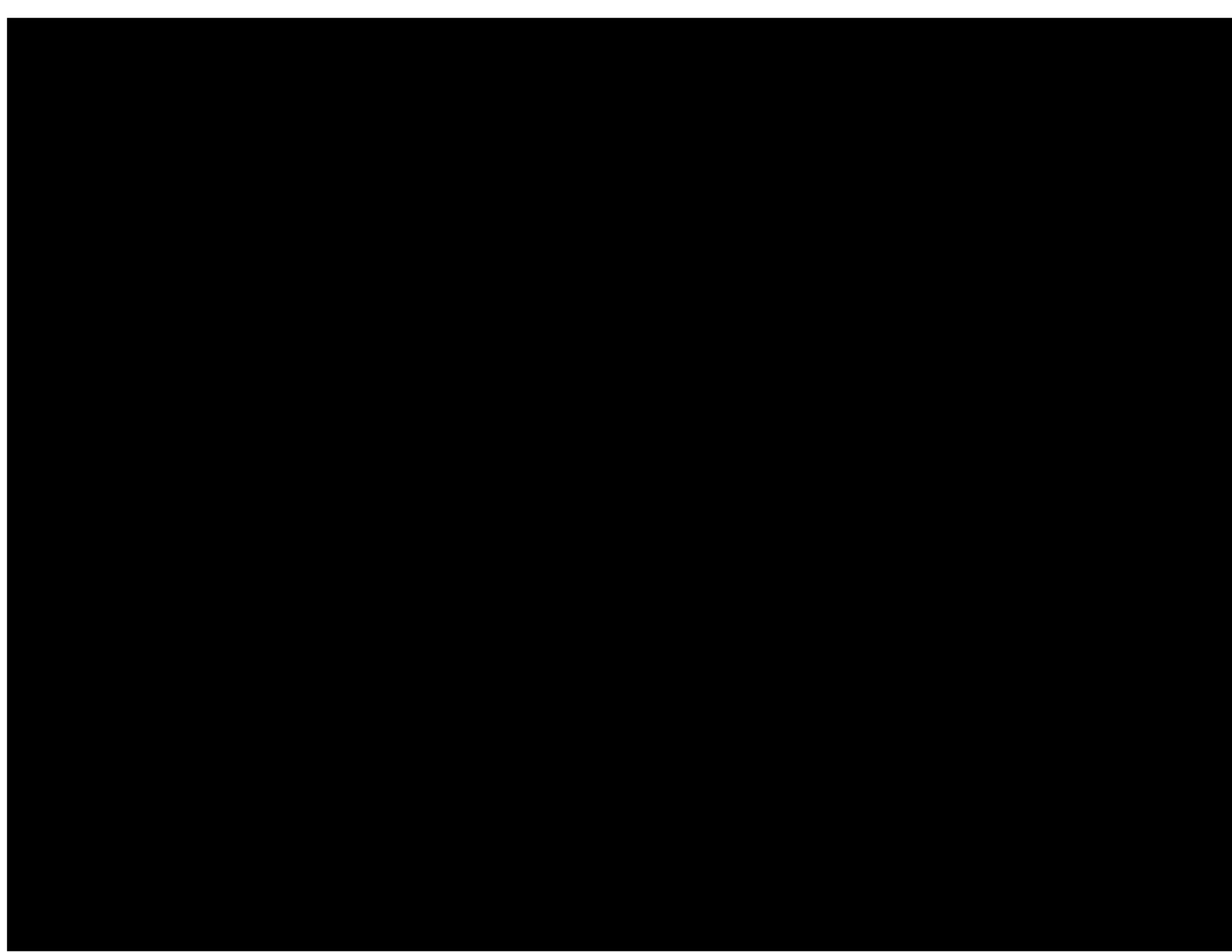
A series of 20 horizontal black bars of varying lengths, representing a redacted list or document. The bars are arranged in a vertical column, with some bars being significantly longer than others, suggesting a list of items where some are more detailed than others. The bars are solid black and have sharp edges, indicating they are digital redactions. The lengths vary from approximately 10% to 95% of the width of the page, creating a jagged, stepped appearance on the right side.

C-3.1.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in C-3.1. The images or diagrams may contain a brief descriptive caption. Additional

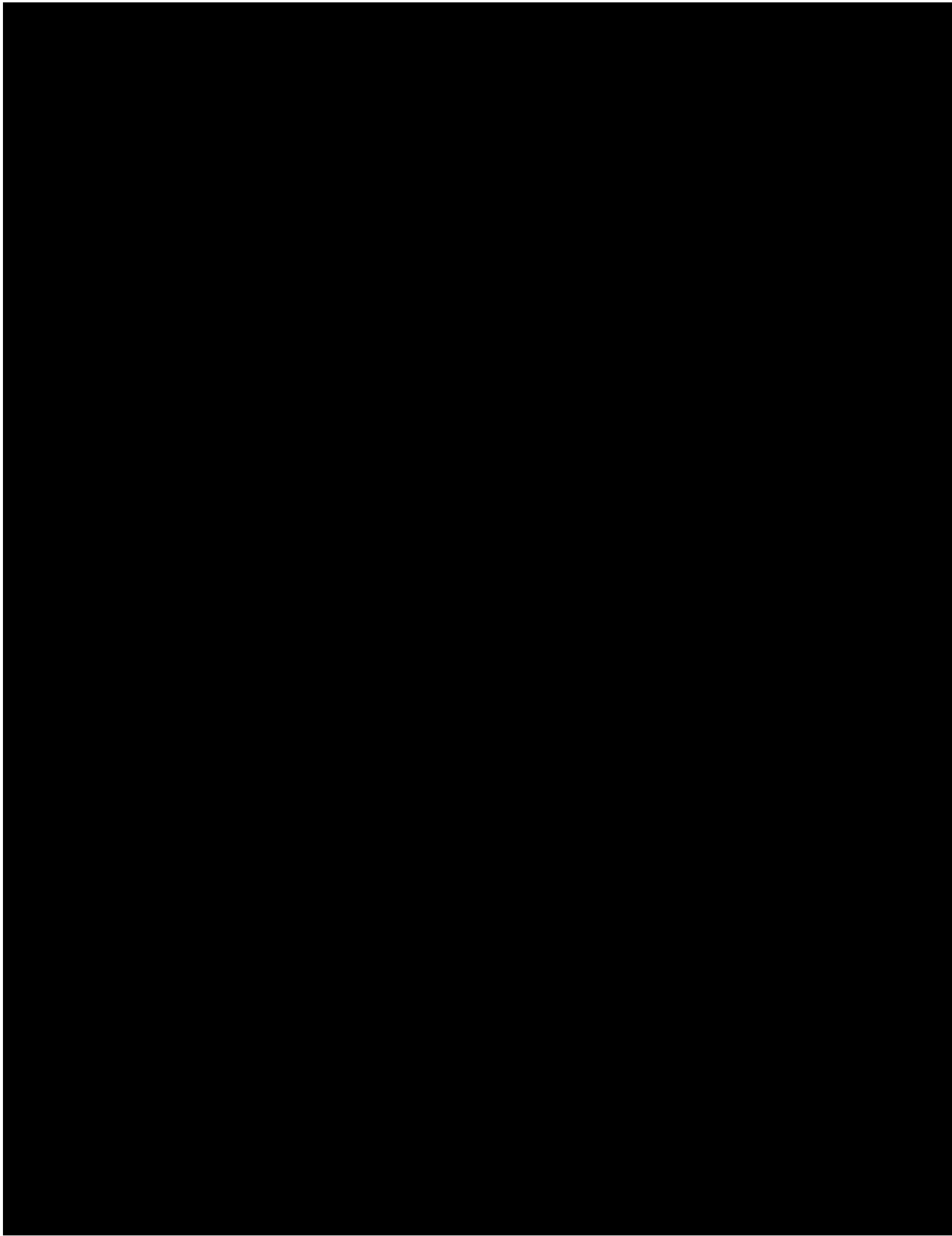
language responding to the question will not be considered.

Uploaded Document Name: **C-3.1.1_Timeline and Pro Formas.pdf**

NOTE: This applicant uploaded document is the next 9 page(s) of this document.



[REDACTED]

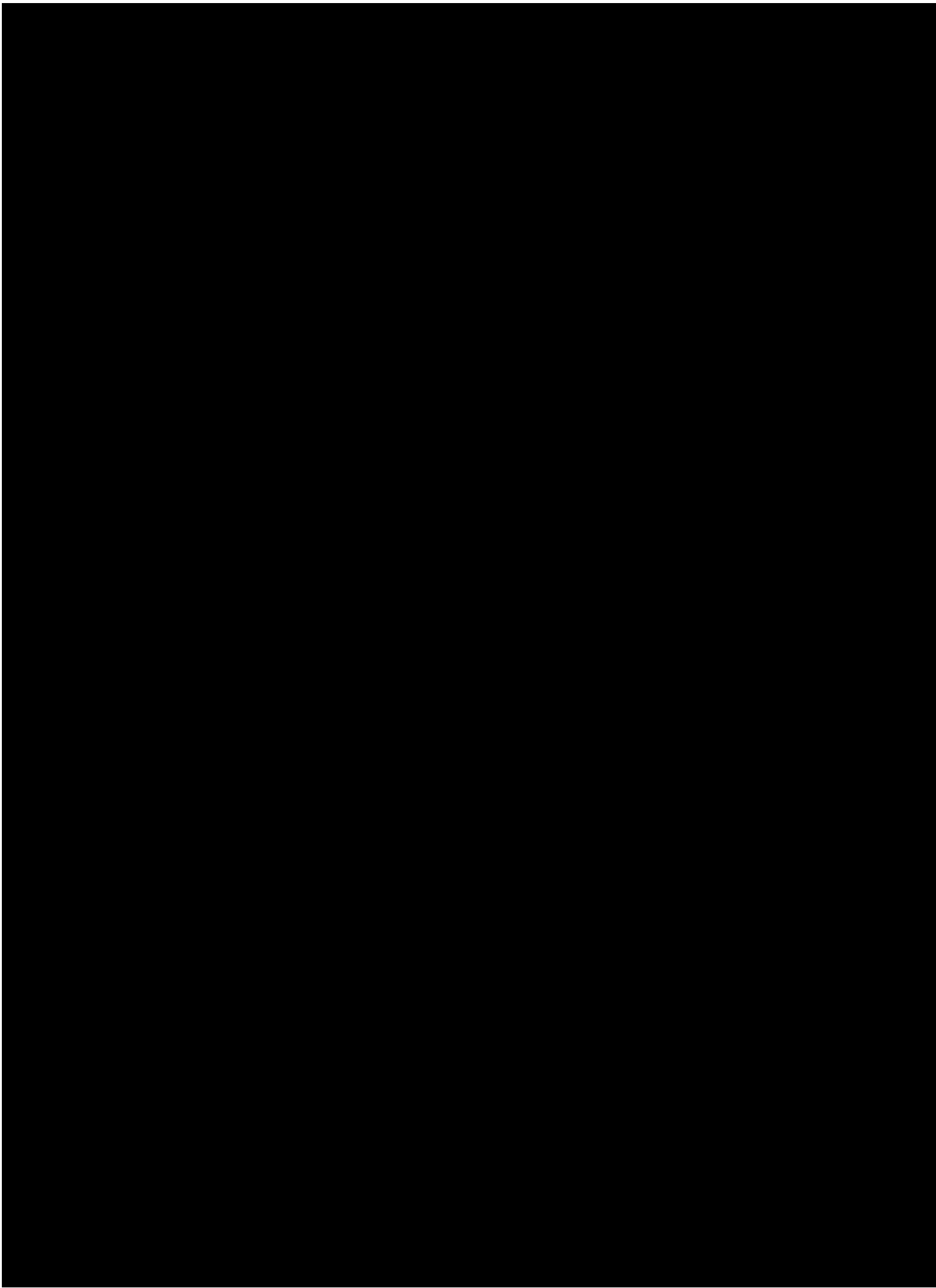


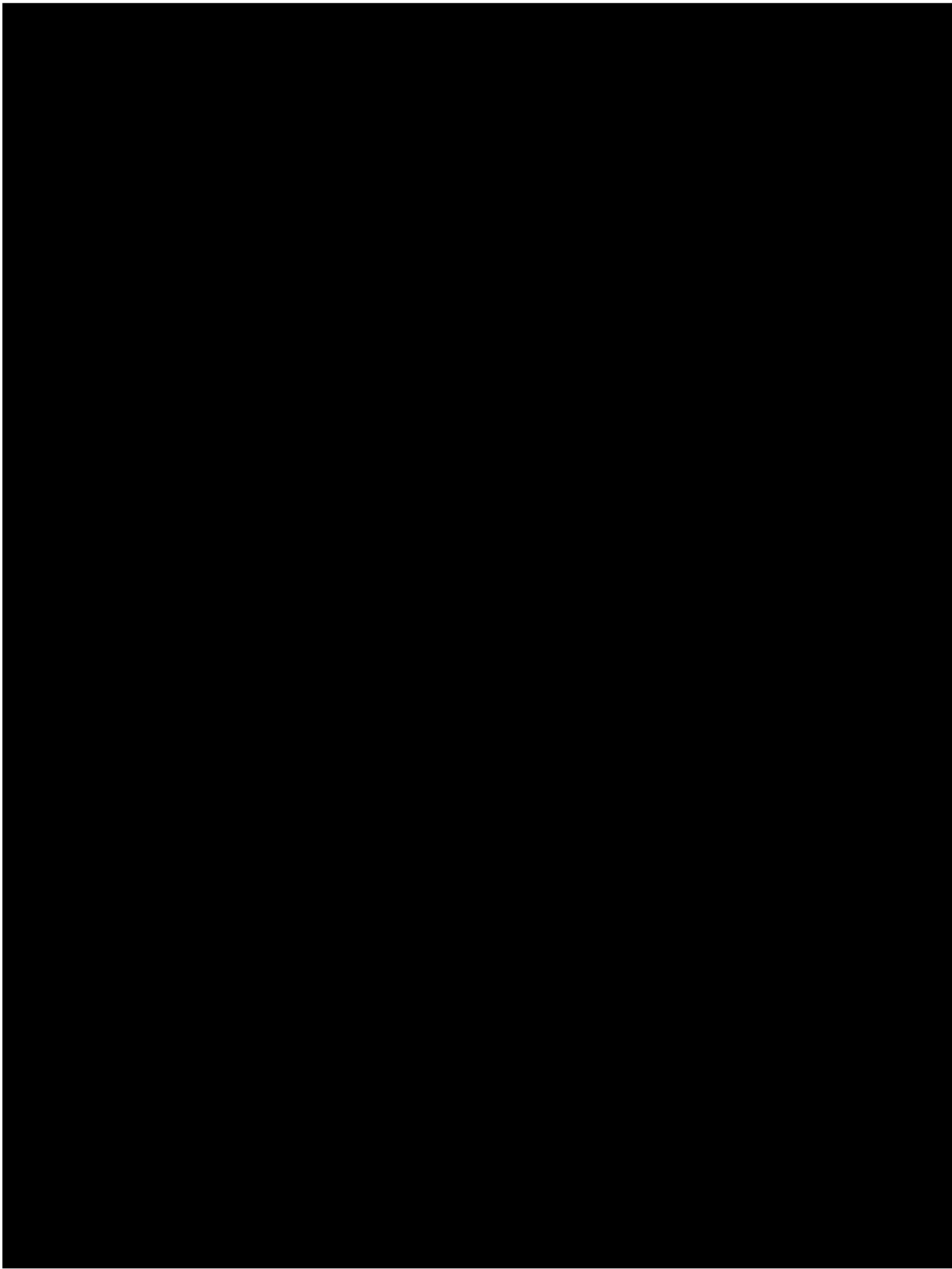
The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The methodology section describes the research design and the data collection process. The results section presents the findings of the study, and the conclusion section summarizes the main findings and provides recommendations for future research.

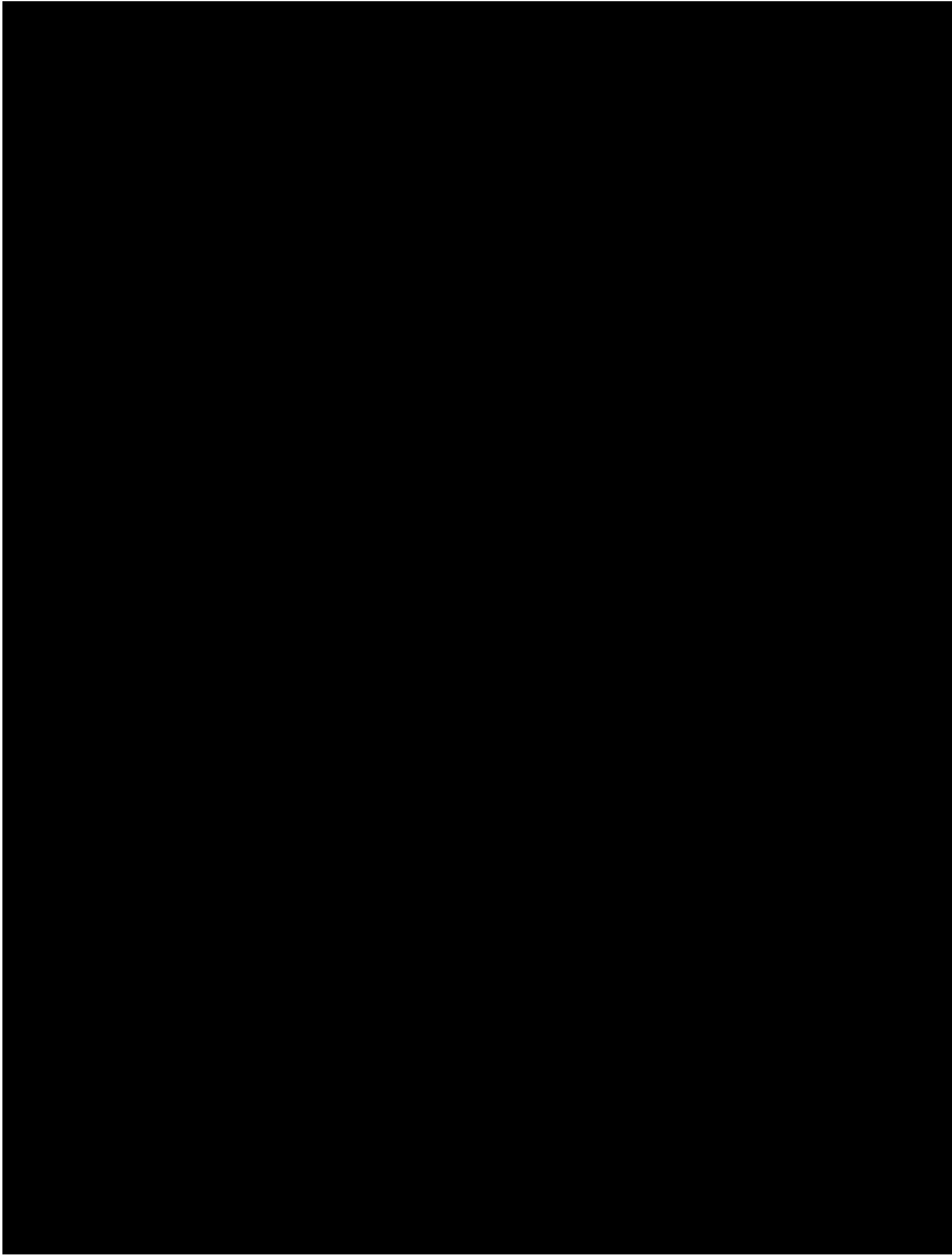
The study was conducted in a laboratory setting, and the data were collected using a series of questionnaires and interviews. The results of the study show that there is a significant relationship between the variables studied, and the findings are consistent with the previous research.

The study has several limitations, and the results should be interpreted with caution. Further research is needed to confirm the findings and to explore the underlying mechanisms.

In conclusion, the study provides valuable insights into the topic, and the findings have important implications for practice and policy.







C-3.2 The Business Startup Plan also must describe how the Applicant's proposed business operations will comply with statutory and regulatory requirements (as described in Chapter 3796 of the Revised Code and division 3796:6 of the Administrative Code) necessary for the startup and continued operation of the facility including, but not limited to:

1. Security and surveillance
2. Employee qualifications and training
3. Storage of medical marijuana products
4. Inventory management
5. Record-keeping
6. Prevention of medical marijuana diversion

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Business Plan(Description of Employee Duties and Roles)

C-4.1 Please provide a description of the duties, responsibilities, and roles of each Prospective Associated Key Employee. Please attach a Table of Organization and Control for the business. Include all individuals listed in question A-6.

****TRADE SECRET****

CHIEF EXECUTIVE OFFICER – Mitchell Kahn

The CEO will be a full-time officer of the Company and will have ultimate control and responsibility for the management of the Company's business affairs. The CEO will develop and direct Company policy to establish best practices in human resources and procurement and promote strong, consistently positive community relations.

Mr. Kahn currently serves as the Chief Operating Officer of AES Compassionate Care (AES) and Maryland Compassionate Care and Wellness (MCCW). AES is a licensed medical cannabis grower, processor and dispensary in the Commonwealth of Pennsylvania. MCCW is one of seven businesses licensed by the State of Maryland to grow, process and dispense medical cannabis. He also is the co-founder and Chief Executive Officer of Greenhouse Group, an Illinois medical marijuana company operating four medical cannabis dispensaries and one cultivation facility. His extensive multi-state experience has made Mr. Kahn an expert in operations and regulatory compliance in the complicated and highly regulated cannabis industry.

Mr. Kahn holds a B.A. from the University of Wisconsin-Madison and a J.D. from Northwestern University Law School.

CHIEF OPERATING OFFICER – Joshua Joseph

The COO will oversee day-to-day operations of the Company and will serve as the secondary contact for the State Board of Pharmacy (SBOP). The COO will develop, initiate, maintain, and revise all standard operating procedures, including protocols related to dispensing, inventory control, security, recordkeeping and waste disposal, to ensure that the dispensary is run in a safe, fully compliant, efficient, and secure manner. The COO and the Chief Compliance Officer will be responsible for maintaining all records subject to audit or inspection by the SBOP. The COO will supervise the Company's diversity programs. The COO will have direct oversight of all licensed Dispensary Key Employees, including the Designated Representative.

Mr. Joseph is one of the founders and principals of Frontline Real Estate Partners, a Chicago-based real estate investment and advisory company with expertise in the acquisition, management, disposition, and leasing of commercial real estate properties throughout the United States; under his leadership, the company has grown to 15 employees and annual revenues exceeding \$2,500,000. Previously, he spent eight years as a principal/senior vice president of Hilco Real Estate, one of the country's leading real estate restructuring, disposition, valuation and appraisal firms. He holds a B.A. in English and French Literature from the University of Illinois at Champaign-Urbana.

CHIEF FINANCIAL OFFICER – Matthew Darin

The CFO will manage the financial affairs and accounting functions of the Company and will have primary control of the Company's books of account and investor records. The CFO will establish and review all necessary accounting processes and internal controls to safeguard the Company's assets.

The CFO will coordinate the preparation of financial statements, financial reports, special analyses, information reports and budgeting and will supervise the preparation of all tax returns and financial regulatory filings. The CFO will ensure that all business records are scrupulously kept and made fully available to the SBOP upon request.

Mr. Darin currently serves as the Chief Financial Officer of AES and MCCW. He also is the co-founder and Chief Operating Officer of Greenhouse Group. In addition, Mr. Darin serves as a Principal of Frontline Real Estate Partners, where he works with the company's lenders and investors on financing, reporting, and compliance. Previously, Mr. Darin worked as a Certified Public Accountant for PricewaterhouseCoopers. He holds a B.S. in Accounting and Management Information Systems from the University of Illinois at Urbana-Champaign.

CHIEF COMPLIANCE OFFICER

The CCO will lead implementation and monitoring of the Company's regulatory compliance and electronic inventory management systems, to ensure that Company operations follow all rules and regulations of the SBOP, the Department of Commerce, and any other State or local agency with regulatory authority. The CCO will work closely with the COO to develop, initiate, maintain, and revise the Company's standard operating procedures and compliance program to prevent illegal, unethical or improper conduct.

DISPENSARY MANAGER

The Dispensary Manager will serve as the Company's Designated Representative, responsible for acting in compliance with rule §3796:6-3-05, providing personal supervision of all medical cannabis inventory and records, and overseeing the Company's dispensary employee training program. The Dispensary Manager is responsible for day-to-day operations of the dispensary, including staffing, inventory management and product ordering, delivery intake, cash reconciliation and management, and conducting regular weekly, quarterly, and annual audits. The Dispensary Manager also will assure full day-to-day regulatory compliance throughout the dispensary.

The Dispensary Manager must have at least 10 years of experience working in the administration of a retail facility (or a similar enterprise) with at least 5 years of management experience. A bachelor's degree in business administration or a similar field is required. The Dispensary Manager also must have a strong background in online and computer systems and must have experience in oversight of complex inventory systems. The Dispensary Manager will report to the COO.

CLINICAL DIRECTOR

The Company's on-site Clinical Director will be responsible for consulting with patients on issues related to medical cannabis, including answering any questions about specific illness-related concerns and providing ongoing counseling and education to patients seeking individualized treatment plans. The Clinical Director will coordinate the Company's educational seminars and prepare and distribute the Company's educational materials.

The Clinical Director must be a licensed physician, pharmacist, clinical nurse specialist, certified nurse practitioner, or a physician assistant. The Clinical Director must have at least 5 years of experience in his or her field, with at least 3 years of direct patient contact, and must be able to demonstrate expert knowledge in medical cannabis and cannabinoid efficacy, including knowledge of cannabis strains, cannabis genetics, delivery methods and dosing. The Clinical Director will report to the COO.

DIRECTOR OF SECURITY

The Director of Security has oversight over all of the Company's security operations. The Director of Security is primarily responsible for developing and implementing the Company's security systems and procedures, preventing theft and diversion, maintaining a safe and secure dispensary, securing the Company's information technology, managing the Security Officers, maintaining positive relationships and communication with law enforcement, and training employees in security protocols. The Director of Security will have primary responsibility to ensure that the Company and all Security Officers employed by the Company comply with all applicable laws, rules and regulations. Additionally, in collaboration with the CCO, the Director of Security will oversee the Company's plans for loss, fraud, and diversion prevention, privacy protection, emergency response, and crisis management.

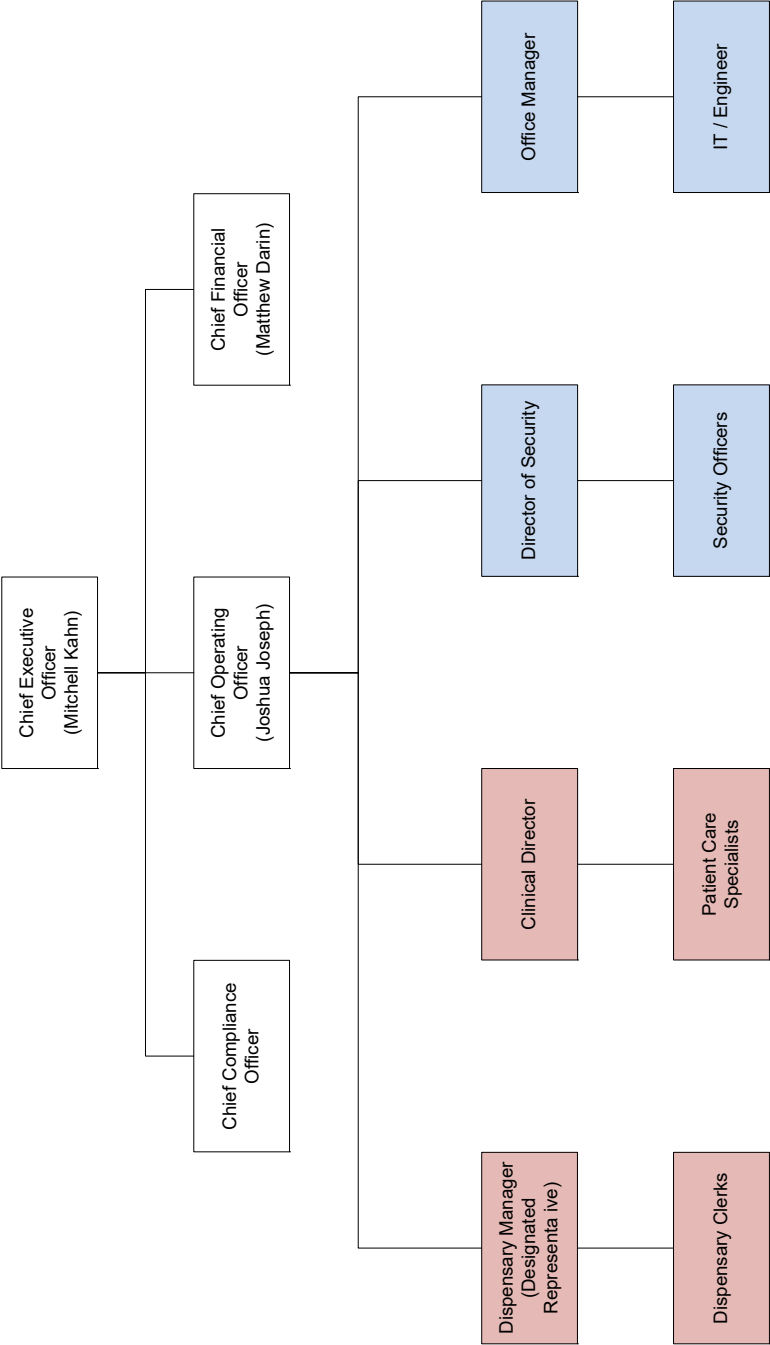
The Director of Security will be fully certified through the Ohio State Police and duly licensed as a security guard provider under a Class C license, as required under §4749.03 of the Ohio Revised Code and must have a minimum of 10 years' experience in state, municipal or federal law enforcement, with at least 3 years of management experience. Experience overseeing and implementing sophisticated surveillance systems is required. The Director of Security will report to the COO.

C-4.2 Please attach a Table of Organization and Control for the business. Include all individuals listed in question A-6.

Uploaded Document Name: **C-4.2_Table of Organization and Control (KDJOH, LLC).pdf**

NOTE: This applicant uploaded document is the next 2 page(s) of this document.

TABLE OF ORGANIZATION AND CONTROL



LEGEND

Management
Dispensing Employees
General Employees

OWNERSHIP TABLE

Names	Membership Units	Percentage
Mitchell Kahn	34.0000	34.0000%
Joshua Joseph	33.0000	33.0000%
Matthew Darin	33.0000	33.0000%
TOTAL	100.0000	100.0000%

Business Plan(Capital Requirements)

Item 1 of 1

C-5.1 Type of Capital

Cash (Equity Investment)

C-5.2 Source of Capital

Mitchell Kahn

C-5.3 Name and Address of financial institution

This response has been entirely redacted

C-5.4 Account Number

This response has been entirely redacted

C-5.5 Illustrate that the Applicant has adequate liquid assets to cover all expenses and costs for the first year of operation as indicated in the dispensary's proposed Business Startup Plan (Question C-3). The total amount of liquid assets must be no less than \$250,000. Provide **unredacted** documentation from the Applicant's financial institution to support these capital requirements. ([ORC 3796:6-2-02](#))

This response has been entirely redacted

C-5.5.1 Please attach a **redacted** copy of documentation from the Applicant's financial institution to support the capital requirements. ([ORC 3796:6-2-02](#))

Uploaded Document Name: **C-5.5.1_Capital Requirements (Redacted).pdf**

NOTE: This applicant uploaded document is the next 17 page(s) of this document.

QUESTION C-5.5.1

Attached are the following documents:

1. Financial Institution Letter and Balance Statement for [REDACTED]
2. Pro Forma Financials (Illustrating the company's expected capital needs to cover all expenses and costs for the first year of operations)
3. Commitment Letter to [REDACTED] from [REDACTED]

**FINANCIAL INSTITUTION LETTER AND
BALANCE STATEMENT FROM [REDACTED]**



November 16, 2017

[REDACTED]

Re: Scottrade Account [REDACTED]

[REDACTED]

I am writing to you per your advisor's request on November 14, 2017. As of November 16, 2017, your joint account [REDACTED] has cash or liquid assets of more than \$1,250,000.

Should additional information be needed, please contact your independent investment advisor or call us directly at 877.726.8741.

Sincerely,

[REDACTED]


[Back to Clients & Groups](#)

 Joint | Cash | [REDACTED] | Total Account Value: \$3,591,174.39

Account Summary

Account Details

Balance Details

History

Statements

Confirmations

Cost Basis

Workflow Status

▼ Summary

Total Account Value	Previous Day's TAV	Change \$ %
\$3,591,174.39	3,594,934.33	-\$3,759.94

Positions Market Value	Previous Day's MV	Change \$ %
\$2,294,059.58	2,297,819.52	-\$3,759.94

Total Cash Balance

\$1,297,114.81

Buying Power

\$1,297,114.81

Total Funds Available for Withdrawal

\$1,297,114.81

Value Over Time

Asset Allocation



▼ Positions (14)

Symbol/CUSIP	Security Description	Asset Type	Maturing Until
<input type="text" value="Search"/>	<input type="text"/>	All	<input type="text"/>

<input type="checkbox"/> Symbol	Description	Account Type	Qty	Last Price \$	Mkt Value \$	Daily MV Chg \$ %	% of TAV	Total G/L \$ %	Avg Price \$
<input type="checkbox"/> LSGBX	LOOMIS SAYLES GBL ASS I *AS*	Cash	4,630.436	16.40	75,939.15	-92.61	2.11%	-1,305.32	16.6819
<input type="checkbox"/> DBLFX	DOUBLELINE CORE FIXED INC CL I	Cash	14,680.3	10.97	161,042.89	0.00	4.48%	+99.83	10.9632
<input type="checkbox"/> DLENX	DOUBLELINE EMERG MKRT INC FD CL N	Cash	4,488.593	10.80	48,476.80	0.00	1.35%	+2,019.87	10.35
<input type="checkbox"/> VMGRX	VANGUARD MID-CAP GROWTH FUND	Cash	1,786.665	26.45	47,257.29	+35.73	1.32%	+3,484.00	24.5
<input type="checkbox"/> GRSPX	GREENSPRING FUND	Cash	6,188.449	25.09	155,268.19	+247.54	4.32%	+3,960.61	24.45
<input type="checkbox"/> PRFHX	T ROWE PRICE TX FREE HIGH YIELD INV	Cash	16,005.258	12.06	193,023.41	-160.05	5.37%	+5,497.81	11.7165
<input type="checkbox"/> DFREX	DFA REAL ESTATE SECS PRT INSTL *AS*	Cash	3,200.761	36.34	116,315.65	+480.11	3.24%	+6,285.01	34.3764
<input type="checkbox"/> DFSTX	DFA US SMALL CAP PRT INSTL *AS*	Cash	4,475.389	35.70	159,771.39	-44.75	4.45%	+20,607.82	31.0953
<input type="checkbox"/> FPACX	FPA CRESCENT FUND INST CL SHARES	Cash	4,428.465	34.72	153,756.30	-442.85	4.28%	+24,047.01	29.2899
<input type="checkbox"/> HLEMV	HARDING LOEVNER EMER MKRTS ADV CL	Cash	2,020.637	58.42	118,045.61	+101.03	3.29%	+37,517.17	39.853
<input type="checkbox"/> HTD	JOHN HANCOCK T/A DVD INCOME	Cash	5,680	25.4501	144,556.57	-510.63	4.03%	+44,697.06	17.5809
<input type="checkbox"/> OAKIX	OAKMARK INTL FD INV	Cash	7,085.676	28.51	202,012.62	-992.00	5.63%	+49,983.07	21.4559
<input type="checkbox"/> VIG	VANGUARD DIV APPRECIATION ETF	Cash	2,833	97.00	274,801.00	-821.57	7.65%	+112,850.01	57.1659
<input type="checkbox"/> VUG	VANGUARD GROWTH ETF	Cash	3,237	137.10	443,792.70	-2,427.75	12.36%	+162,642.09	86.8553
Totals					2,294,059.58	-4,627.79	63.88%	+472,386.02	

Market data is delayed by at least 20 minutes.

Cost basis and Gain/Loss values are continuously updated. Avg Unit Cost or G/L columns displaying a double hyphen (--) indicate that the position's cost basis is either being recalculated or is incomplete. To view the most recent wash sale and corporate action adjustments visit the Cost Basis Tab located on the individual Account Summary pages. A daily refresh of cost basis adjustments is processed prior to market open and was last updated on: 11/13/2017. Information on this table should not be used for tax reporting purposes.

► Trade

► Money Movement

None of the information provided should be considered a recommendation or solicitation to invest in, or liquidate, a particular security or type of security. Investors should fully research any security before making an investment decision.

Authorized account login and access indicates customer's consent to the Brokerage Account Agreement. Such consent is effective at all times when using this site. Unauthorized access is prohibited.

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PRO FORMA FINANCIALS

PRO FORMA INCOME STATEMENT

Description	Startup	Year 1	Year 2	Year 3
Annual Revenues (Pro Rata Share)	<u>\$ 0</u>	<u>\$ 5,069,184</u>	<u>\$ 6,232,416</u>	<u>\$ 8,317,720</u>
Total Cost of Goods Sold	<u>\$ 0</u>	<u>\$ 2,534,592</u>	<u>\$ 3,116,208</u>	<u>\$ 4,158,860</u>
<i>as percentage of revenue</i>	-	50.00%	50.00%	50.00%
Gross Operating Profit	<u>\$ 0</u>	<u>\$ 2,534,592</u>	<u>\$ 3,116,208</u>	<u>\$ 4,158,860</u>
<i>as percentage of revenue</i>	-	66.20%	73.80%	74.90%
Operating Expenses				
Payroll Expense	\$ 0	\$ 601,134	\$ 1,420,159	\$ 1,715,036
Administrative and Office Expenses	0	153,225	150,859	152,015
Professional Expenses	22,500	48,000	23,000	23,000
Insurance and Escrow Expenses	50,000	161,290	180,355	210,817
Other Operating Expenses	<u>1,500</u>	<u>16,000</u>	<u>15,620</u>	<u>15,267</u>
Total Operating Expenses	<u>\$ 74,000</u>	<u>\$ 979,650</u>	<u>\$ 1,789,992</u>	<u>\$ 2,116,136</u>
Net Operating Profit (Loss)	<u>(\$ 74,000)</u>	<u>\$ 1,554,942</u>	<u>\$ 1,326,216</u>	<u>\$ 2,042,724</u>
Total Other Income	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Other Expenses				
Community Contribution	\$ 0	\$ 25,000	\$ 50,000	\$ 100,000
License Fee	0	180,000	200,000	200,000
Plant Only Processor License	<u>0</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
Total Other Expenses	<u>\$ 0</u>	<u>\$ 210,000</u>	<u>\$ 255,000</u>	<u>\$ 305,000</u>
Other Startup Expenses				
Application Fee	\$ 5,000	\$ 0	\$ 0	\$ 0
Building Acquisition	300,000	0	0	0
Construction Expenses	262,893	0	0	0
Security Expenses	<u>142,665</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Other Startup Expenses	<u>\$ 710,558</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
EBITDA	<u>(\$ 784,558)</u>	<u>\$ 1,344,942</u>	<u>\$ 1,071,216</u>	<u>\$ 1,737,724</u>
<i>as percentage of revenue</i>	-	26.53%	17.19%	20.89%
Interest and Taxes	<u>\$ 0</u>	<u>\$ 608,509</u>	<u>\$ 499,027</u>	<u>\$ 703,110</u>
Net Profit Before Depreciation	<u>(\$ 784,558)</u>	<u>\$ 736,433</u>	<u>\$ 572,189</u>	<u>\$ 1,034,614</u>

REVENUE PROJECTIONS

Description	Year 1	Year 2	Year 3
Key Revenue Assumptions			
State Population	11,610,000	11,612,903	11,615,806
Percentage Adoption	0.45%	0.56%	0.78%
Number of Patients	52,804	64,921	90,410
Annual Purchase Per Customer	\$4,800	\$4,800	\$4,600
Retail Market Size	\$ 253,459,200	\$ 311,620,800	\$ 415,886,000
Dispensary License Pro-Rata Percentage	<u>2.00%</u>	<u>2.00%</u>	<u>2.00%</u>
Annual Revenues (Pro Rata Share)	<u>\$ 5,069,184</u>	<u>\$ 6,232,416</u>	<u>\$ 8,317,720</u>

EXPENSE PROJECTIONS

Description	Year 1	Year 2	Year 3
Operating Expenses			
Payroll Expenses			
Executives	\$ 0	\$ 450,000	\$ 600,000
Employees	496,600	723,200	816,800
Employer Taxes	44,942	106,175	128,220
Employer Benefits	<u>59,592</u>	<u>140,784</u>	<u>170,016</u>
Subtotal Payroll Expenses	<u>\$ 601,134</u>	<u>\$ 1,420,159</u>	<u>\$ 1,715,036</u>
 Administrative and Office Expenses			
Advertising and Promotion	\$ 4,500	\$ 4,500	\$ 4,500
Bank and Credit Card Fees	24,000	24,000	24,000
Building Repairs and Maintenance	3,000	3,030	3,060
Building Taxes	50,000	51,000	52,020
Computers & Peripherals	4,000	500	\$500
Equipment Leases	2,800	2,800	2,800
Memberships and Subscriptions	10,000	10,000	10,000
Miscellaneous and Contingency	10,000	10,000	10,000
Utilities	3,600	3,672	3,745
Postage and Courier	225	225	225
Printing	5,000	5,000	5,000
Software Subscriptions	20,000	20,000	20,000
Supplies	1,600	1,632	1,665
Telephone and Internet	12,000	12,000	12,000
Trash Pick-Up	<u>2,500</u>	<u>2,500</u>	<u>2,500</u>
Subtotal Administrative and Office Expenses	<u>\$ 153,225</u>	<u>\$ 150,859</u>	<u>\$ 152,015</u>
 Professional Expenses			
Accounting	\$ 12,500	\$ 12,500	\$ 12,500
Business Advisory	25,000	0	0
Information Technology	2,500	2,500	2,500
Legal	5,000	5,000	5,000
Other	0	0	0
Security and Monitoring	<u>3,000</u>	<u>3,000</u>	<u>3,000</u>
Subtotal Professional Expenses	<u>\$ 48,000</u>	<u>\$ 23,000</u>	<u>\$ 23,000</u>
 Insurance Expenses			
Directors and Officers	\$ 20,000	\$ 21,000	\$ 22,050
General Liability	5,000	5,250	5,513
Products Liability	61,290	75,355	100,567
Property and Casualty	75,000	78,750	82,688
Escrow	<u>0</u>	<u>0</u>	<u>0</u>

Subtotal Insurance Expenses	<u>\$ 161,290</u>	<u>\$ 180,355</u>	<u>\$ 210,817</u>
Other Operating Expenses			
Travel, Meals and Entertainment	\$ 10,000	\$ 9,500	\$ 9,025
Hiring, Training and Employee Licensing	<u>6,000</u>	<u>6,120</u>	<u>6,242</u>
Subtotal Other Operating Expenses	<u>\$ 16,000</u>	<u>\$ 15,620</u>	<u>\$ 15,267</u>
Total Operating Expenses	<u><u>\$ 979,650</u></u>	<u><u>\$ 1,789,992</u></u>	<u><u>\$ 2,116,136</u></u>

STAFFING EXPENSE

Description	Year 1	Year 2	Year 3
Payroll By Employee			
Chief Executive Officer	\$ 0	\$ 150,000	\$ 200,000
Chief Operating Officer	0	150,000	200,000
Chief Financial Officer	0	150,000	200,000
Dispensary Manager	65,000	125,000	125,000
Clinical Director	85,000	85,000	85,000
Patient Care Specialist	41,600	124,800	124,800
Dispensary Clerk	93,600	156,000	249,600
Director of Security	65,000	70,000	70,000
Security Officers	62,400	62,400	62,400
Office Manager	42,000	50,000	50,000
IT / Engineer	42,000	50,000	50,000
Payroll Expense			
Executives	\$ 0	\$ 450,000	\$ 600,000
Employees	496,600	723,200	816,800
Employer Taxes	44,942	106,175	128,220
Employer Benefits	<u>59,592</u>	<u>140,784</u>	<u>170,016</u>
Total Payroll Expense	<u>\$ 601,134</u>	<u>\$ 1,420,159</u>	<u>\$ 1,715,036</u>

CONSTRUCTION STARTUP COSTS

	Description	Cost
Construction Expenses		
	Architectural Fees	\$ 7,000
	Engineering Fees	20,000
	Demolition	1,739
	Rough Carpentry	12,113
	Finish Carpentry	2,298
	Masonry	4,737
	Acoustical Ceilings	4,038
	FRP	11,491
	Insulation	2,485
	Windows	186
	Exterior Doors	124
	Interior Doors	8,386
	Overhead Doors	1,242
	Plumbing	37,512
	Electrical	80,750
	HVAC	25,000
	Drywall	17,392
	Epoxy Flooring	4,659
	Tile / Stone / Carpet	1,553
	Painting	4,348
	Millwork	1,553
	Appliances	2,174
	Fire Suppression	6,833
	Life Safety	2,174
	Cleaning / Dumpsters / Miscellaneous	3,106
Total Construction Expenses		<u>\$ 262,893</u>

SECURITY STARTUP COST

Description	Model / Service	Qty	Unit Price	Cost
Security Expenses				
Access Control System				
Genetec Security Center (Synergis Standard Package)	GSC-SY-S	1	\$ 660	\$ 660
Genetec Advantage - Synergis (1 Year Subscription)	ADV-STANDARD-U-1Y	1	138	138
Synergis Cloud Link	SY-Cloudlink	1	834	834
Mercury Intelligent Controller	SY-EP1502	1	1,044	1,044
Mercury 2-Reader Interface Module	SY-MR52	10	439	4,390
LifeSafety Power Supply Board	FPO150-C8D8E4M	2	438	876
Battery - 12 Volts, 7 RC @ 25 Amps	12V 7AH	2	18	36
HID Proximity & Keypad Readers	RWK400	17	169	2,873
HID Proximity, Keypad & Fingerprint Readers	RKLB57	3	652	1,956
HID Smart Access Cards	3001P	50	5	250
Door Status Switches	MC-4M	20	20	400
Door Strikes	RCI L65U	20	117	2,340
Bosch Request to Exit PIR	DS150I	20	58	1,160
STI Universal Pneumatic Emergency Exit Button	UB-1PN	2	156	312
IP Direct Video Master Station	IX-MV	1	835	835
IP Direct Video Door Station	IX-DA	1	560	560
Access Control / Banana Cable (500 Feet)	9940-500	4	321	1,284
Plenum Cable 18/4 (1000 Feet)	AL-1804C-2-2N-01-BX	2	197	394
Cat 6 CMP - Blue (1000 Feet)	2413 D15A1000	1	265	265
Cat 6 Jack - Blue	AX104193	6	6	36
2 Port Faceplate - Almond	AX103923	3	2	6
Small Cap Adapter (Aluminum) Accessories	SBP-301HM2	1	27	27
Miscellaneous Installation Hardware (Cable Supports, Mounting Hardware, Etc.)	Miscellaneous	1	150	150
Installation of Door Strike Installed	Service	20	560	11,200
Installation of 2 Locally Alarmed Emergency Exit Only Hardware	Service	1	<u>875</u>	<u>875</u>
Subtotal Access Control System				<u>\$ 32,901</u>
Video Surveillance System				
Genetec Security Center (Omnicast Enterprise Package)	GSC-OM-E	1	\$ 2,409	\$ 2,409
Genetec Advantage - Omnicast (1 Year Subscription)	ADV-CAM-E-1Y	20	33	660
Genetec Single Camera Connection	GSC-OM-E-1C	20	165	3,300
Genetec Single Failover Camera Connection	GSC-OM-E-1FC	20	16	320
Axis 360-Degree Network Surveillance Camera	M3007-PV	4	469	1,876
Axis Indoor Pan-Tilt-Zoom Network Surveillance Camera	Q6042	12	1,999	23,988
Axis Outdoor Pan-Tilt-Zoom Network Surveillance Camera	Q6000-E	4	3,500	14,000
Axis Outdoor Pendant Kit	AXIS T94F02D Pendant	4	36	144
Axis Indoor/Outdoor Telescopic Ceiling Mount	AXIS T91B50	4	172	688
BCDVideo 72TB Nova Series Server	BCD212-GEN-R-120-72TB-6	1	10,083	10,083

BCDVideo Client Workstation Tower	BCD-GHP-QSI7-1GTX106	1	2,369	2,369
Pelco 50-inch LED Monitor	PMCL650	1	1,756	1,756
Pelco Swing Out Arm Wall Mount	PMCLNBWMS	1	408	408
Cat 6 CMP - Orange (1000 Feet)	2413 003A1000	5	265	1,325
Cat 6 Belden 48 Port Patch Panel	AX103255	1	258	258
Camera Installation Kit	SKYLINE-KIT	20	16	320
Miscellaneous Installation Hardware (Cable Supports, Mounting Hardware, Etc.)	Miscellaneous	1	936	936
Miscellaneous Materials	Miscellaneous	1	500	500
Installation Labor	Service	1	<u>2,000</u>	<u>2,000</u>
Subtotal Video Surveillance System				<u>\$ 67,340</u>
Alarm and Perimeter System				
DMP Panel (Perimeter, Vault, Record Storage)	DMPXR550NFC	1	\$ 721	\$ 721
DMP User Software	DMP Remote Link	1	475	475
DMP Cellular Communicator Interface	DMP 464-263H	1	139	139
DMP Plug-in Cellular Communicator Module	DMP 463C	1	287	287
DMP Keypad	DMP 7063	2	48	96
DMP Transformer Power Supply	DMP 322	2	21	42
DMP Independent Alarm Backup Battery Power (48 Hour Power)	DMP 364	2	84	168
DMP 8 Zone Input Module	DMP 712-8	2	45	90
DMP Power Supply	DMP 505-12/LX	1	348	348
DMP Module Enclosure	DMP 350A-G	1	51	51
DMP Module Enclosure Mounting Plate	DMP 350B	1	46	46
DMP Indoor Siren	DMP 335	1	75	75
Amseco Potter Outdoor Siren and Strobe	SSX52SB 2-Tn	1	112	112
DMP Hold Up Button	DMP HUB-M	5	42	210
DMP Panic Alarms	DMP 1144-D	5	22	110
DMP Door Contact	DMP 1076C	2	32	64
DMP Overhead Door Contact	DMP 2205A	1	32	32
DMP Motion Detector	DMP OP-08CW	5	116	580
DMP Glass Breaks	DMP 5812A	2	116	232
Visonic Voice Auto Dialer	DL-125C	1	102	102
Aiphone IX Master Intercom Station	IX-MV	1	1,309	1,309
Aiphone IX Sub-Stations	IX-SS	1	755	755
Coleman Cable (500 Feet)	719044523	1	146	146
USB Cable Programing	Miscellaneous	1	29	29
Miscellaneous Materials	Miscellaneous	1	500	500
Installation Labor	Service	1	<u>2,040</u>	<u>2,040</u>
Subtotal Alarm System				<u>\$ 8,759</u>
Miscellaneous Security				
Interbank Teller Window	ATX-T3	2	\$ 2,133	\$ 4,266
Commercial Series 150kW Generator	GNC-QT15068C	1	<u>29,399</u>	<u>29,399</u>
Subtotal Miscellaneous Security				<u>\$ 33,665</u>
Total Security Expenses				<u>\$ 142,665</u>

COMMITMENT LETTER TO [REDACTED] FROM [REDACTED]

November 15, 2017

[REDACTED]

Dear [REDACTED]:

Upon [REDACTED], an Ohio limited liability company ("[REDACTED]"), agreeing to the terms and conditions set forth in this letter, [REDACTED] ("[REDACTED]"), agrees to commit to fund One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000) (the "**Capital Commitment**") into [REDACTED]. [REDACTED]'s obligation to fund the Capital Commitment shall be unconditional but contingent upon the Ohio Medical Marijuana Control Program ("**OMMCP**") providing notification (the "**Notification**") that [REDACTED] has been issued a Dispensary Permit (a "**Permit**") which will permit [REDACTED] to dispense medical cannabis in the State of Ohio.

Upon issuance of the Notification, [REDACTED] shall:

A. issue, or cause to be issued, a ten percent (10%) limited liability company interest in [REDACTED] (the "**Subject Interests**") to [REDACTED];

B. cause the Subject Interests to have the right to vote on certain macro events effecting [REDACTED] including a merger, a sale of substantially all of the assets, a liquidation and any action that adversely alters or changes the rights, preferences or privileges of the Subject Interests;

C. provide that [REDACTED] has the right to purchase up to its pro rata share of all future equity offerings by [REDACTED] other than (i) securities offered to employees, consultants or brokers as compensation or benefits; (ii) securities issued in connection with (a) an equity or asset acquisition or combination transactions; or (b) strategic alliance/partnering, licensing, vendor or lending transactions, in each such case, as approved by the managers of [REDACTED]; and

D. furnish to [REDACTED]:

i. within ninety (90) days of the end of each fiscal quarter, a set of financial statements, which includes an unaudited and internally-prepared income statement, statement of cash flows and balance sheet of [REDACTED];

ii. within one hundred and eighty (180) days of the end of each fiscal year, a financial report, which includes an income statement, statement of cash flows and balance sheet of [REDACTED], each of which have been reviewed by a certified public accountant; and

iii. at least thirty (30) days prior to the commencement of each fiscal year, an annual budget, which includes a projected income statement, statement of cash flow and balance sheet,

[REDACTED]

together with any underlying assumptions and a brief qualitative description of the [REDACTED]'s plan by management in support of such budget.

Sincerely,

[REDACTED]

**Approved and Accepted on
November 15, 2017.**

[REDACTED]

Business Plan(Business History and Experience)

Item 1 of 3

C-6.1 First Name

Mitchell

C-6.2 Middle Name

No response provided by applicant

C-6.3 Last Name

Kahn

C-6.4 Previous Role (e.g. Owner, Officer, Board Member, Person with Financial Interest, Person Exercising Substantial Control, Support Employee)

Owner

C-6.5 Business Name

Greenhouse Group, AES Compassionate Care, Maryland Compassionate Care and Wellness, Frontline Real Estate Partners

C-6.6 Business Address

477 Elm Place, Highland Park, Illinois 60035

C-6.7 Position of management or ownership of a controlling interest

YES

C-6.8 Dates

2014 to Date

Business Plan(Business History and Experience)

Item 2 of 3

C-6.1 First Name

Joshua

C-6.2 Middle Name

No response provided by applicant

C-6.3 Last Name

Joseph

C-6.4 Previous Role (e.g. Owner, Officer, Board Member, Person with Financial Interest, Person Exercising Substantial Control, Support Employee)

Owner

C-6.5 Business Name

Frontline Real Estate Partners

C-6.6 Business Address

477 Elm Place, Highland Park, Illinois 60035

C-6.7 Position of management or ownership of a controlling interest

YES

C-6.8 Dates

2010 to Date

Business Plan(Business History and Experience)

Item 3 of 3

C-6.1 First Name

Matthew

C-6.2 Middle Name

No response provided by applicant

C-6.3 Last Name

Darin

C-6.4 Previous Role (e.g. Owner, Officer, Board Member, Person with Financial Interest, Person Exercising Substantial Control, Support Employee)

Owner

C-6.5 Business Name

Greenhouse Group, AES Compassionate Care, Maryland Compassionate Care and Wellness, Frontline Real Estate Partners

C-6.6 Business Address

477 Elm Place, Highland Park, Illinois 60035

C-6.7 Position of management or ownership of a controlling interest

YES

C-6.8 Dates

2014 to Date

Business Plan(Business History and Experience Narrative)

C-6.9 Provide a narrative description not to exceed 1500 words demonstrating any previous experience at operating other businesses or non-profit organizations and any demonstrated knowledge or expertise with regard to the medical use of marijuana to treat qualifying conditions (for all Prospective Associated Key Employees with an ownership interest of ten percent or more in the prospective dispensary). Include the number of years of experience, the type of business, and any administrative discipline history associated with each business.

****TRADE SECRET****

Our Company's core mission is to provide Ohio patients with safe, effective medical cannabis products dispensed in a secure, sanitary, and well-managed facility. Our expert team has the ability and experience necessary to achieve our mission.

We bring an impressive list of resources to this enterprise:

- A proven leadership team with broad and deep experience in business ownership and management;
- A demonstrated history of success in forming new ventures in the cannabis industry; and
- A record of seamless and unambiguous compliance with all relevant laws and regulations.

(1) CANNABIS EXPERIENCE

Members of the Company's senior management team own and operate multiple licensed medical cannabis businesses in other states. Our affiliated medical cannabis enterprises include:

- Greenhouse Group (Greenhouse), a Chicago-based firm that owns and operates four licensed dispensaries and a newly built 73,000 square foot cultivation/processing facility in Illinois. In less than two years of operations, Greenhouse has built its annual revenues to more than \$5.5 million.
- Maryland Compassionate Care and Wellness (MCCW), which has held cultivation, processing, and dispensary licenses in Maryland since 2016. In an extremely competitive environment, MCCW was one of only seven entities selected to receive all three types of licenses. Meeting the state's 12-month timeline, MCCW was able to convert a long-vacant warehouse into a fully compliant and operational 55,000 square foot processing/growing facility, which includes 30,000 square feet of growing space.
- AES Compassionate Care (AES), which was licensed in 2017 to operate a cultivation/processing facility and three dispensaries in Pennsylvania. Based on its exemplary operations plans, AES was one of only four organizations selected to receive both grower/processor and dispensing licenses. The company is now in the process of retrofitting a 70,000 square foot cultivation/processing facility, which will provide 33,000 square feet of growing space; this facility will be fully operational within the state's stringent six-month timeline. AES also is renovating three dispensary sites that will serve patients in the greater Philadelphia area.
- Polaris Wellness Center, which has owned and operated an 11,000 square foot cultivation/processing facility in Nevada since 2016.

(2) MANAGEMENT TEAM MEMBERS

The Company's executive management team brings together a highly skilled group of business leaders whose shared achievements in the medical cannabis industry are supported by their individual successes in law, commercial real estate and accounting.

(2.1) CHIEF EXECUTIVE OFFICER

Mitchell Kahn will serve as the Company's Chief Executive Officer. Mr. Kahn is currently the Chief Operating Officer of AES Compassionate Care (AES) and Maryland Compassionate Care and Wellness (MCCW), and the Chief Executive Officer of Greenhouse Group (Greenhouse). He has served as a chief executive in medical marijuana businesses for three years.

He currently serves on the Board of Directors of the Medical Cannabis Alliance of Illinois and the Board of Directors of the Maryland Wholesale Medical Cannabis Association.

Mr. Kahn also founded and serves as the Chief Executive officer of Frontline Real Estate Partners (Frontline), a Chicago-based real estate investment and advisory company with expertise in the acquisition, management, disposition, and leasing of commercial real estate properties throughout the United States. Founded in 2010, Frontline invests in value-add properties and provides transactional and advisory services to banks, financial institutions, and owners, with a focus on the real estate restructuring industry. The company has acquired properties valued at more than \$100,000,000 and has built a third-party brokerage and property management business with annual revenues in excess of \$2,500,000.

Mr. Kahn is the founder and former president and Chief Executive Officer of Hilco Real Estate, one of the country's leading real estate restructuring, disposition, valuation and appraisal firms. During his eight-year tenure, Mr. Kahn grew Hilco Real Estate from a startup subsidiary of the Hilco Organization into a company with more than 30 employees and annual revenues in excess of \$5,000,000.

Mr. Kahn holds a J.D. from Northwestern University Law School and a B.A. from the University of Wisconsin-Madison.

(2.2) CHIEF OPERATING OFFICER

Joshua Joseph will serve as the Company's Chief Operating Officer. Mr. Joseph currently serves as a principal of Frontline, which he co-founded in 2010 with Mr. Kahn and Matthew Darin (the Company's Chief Financial Officer).

Mr. Joseph oversees operations for Frontline; under his leadership, the company has grown to 15 employees and has acquired 30 properties with a total valuation in excess of \$100,000,000 over the past 5 years.

Previously, Mr. Joseph spent eight years as a principal/senior vice president of Hilco Real Estate, where he managed a team of analysts and brokers.

Mr. Joseph holds a B.A. in English and French Literature from the University of Illinois at Champaign-Urbana.

(2.3) CHIEF FINANCIAL OFFICER

Matthew Darin will serve as the Company's Chief Financial Officer. Mr. Darin currently serves as the Chief Financial Officer of AES, MCCW, and Greenhouse (which he co-founded with Mr. Kahn).

Mr. Darin also serves as a principal of Frontline, which he co-founded in 2010 with Mr. Kahn and Mr. Joseph. Mr. Darin is responsible for overseeing the company's finances. Mr. Darin also works with the company's lenders and investors on financing, reporting, and compliance.

Prior to forming Frontline, Mr. Darin was a Vice President with Hilco Real Estate for four years; previously, he spent four years as a Certified Public Accountant for PricewaterhouseCoopers.

Mr. Darin holds a B.S. in Accounting and Management Information Systems from the University of Illinois at Urbana-Champaign.

(3) COMPLIANCE HISTORY

The Company, its affiliated entities, and each of its principals have an unblemished record of legal and regulatory compliance and have never been the subject of any administrative disciplinary proceedings.

Operations Plan(Dispensary Oversight)

D-1.1 By selecting "Yes", the Applicant attests that it will appoint a designated representative responsible for the oversight, supervision and control of operations of the medical marijuana dispensary. When there is a change in the appointed designated representative, the Applicant will notify the State Board of Pharmacy within 10 business days of appointment. [OAC 3796:6-3-05](#)

YES

Operations Plan(Security and Surveillance)

D-2.1 By checking “Yes,” the Applicant attests that it is able to continuously maintain effective security, surveillance and accounting control measures to prevent diversion, abuse and other illegal conduct regarding medical marijuana and medical marijuana products.

YES

D-2.2 Please provide a summary of the Applicant's proposed security and surveillance equipment and measures that will be in place at the proposed facility and site. These measures should cover, but are not limited to, the following:

1. General overview of the equipment, measures and procedures to be used
2. Alarm systems
3. Surveillance system
4. Surveillance storage
5. Recording capability
6. Records retention
7. Premises accessibility
8. Inspection/servicing/alteration protocols

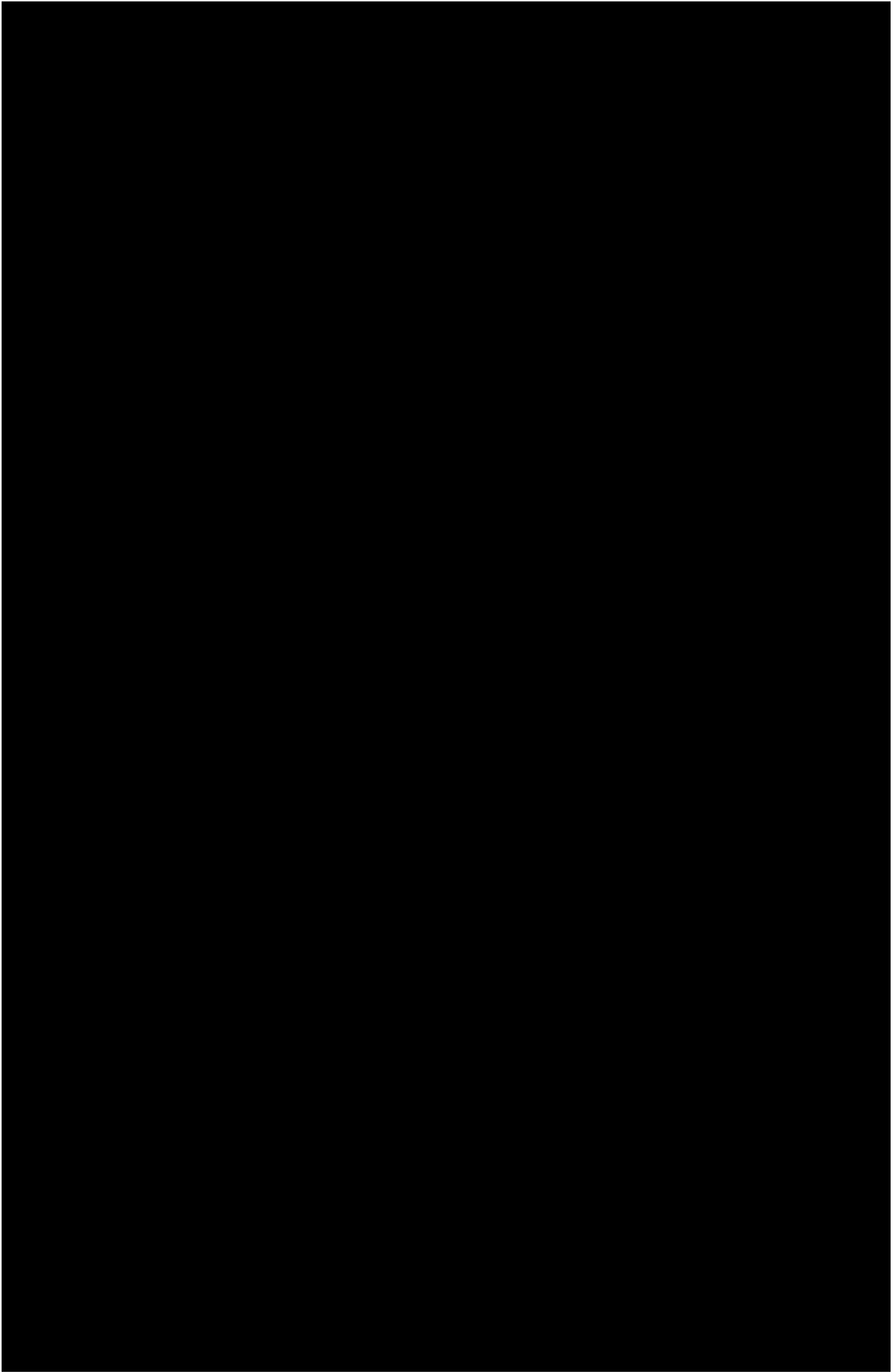
Please reference [OAC 3796:6-3-16](#) for more information.

This response has been entirely redacted

D-2.2.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in D-2.2. The images or diagrams may contain a brief descriptive caption. Additional language responding to the question will not be considered.

Uploaded Document Name: **D-2.2.1_Security Floor Plan.pdf**

NOTE: This applicant uploaded document is the next 1 page(s) of this document.



D-2.3 By selecting “**Yes**”, the Applicant attests that the answer provided in response to Question D-2.2 is voluntarily submitted to the State Board of Pharmacy in expectation of protection from disclosure as provided by [section 149.433 of the Revised Code](#).

YES

Operations Plan(Receiving of Product)

D-3.1 By selecting "**Yes**", the Applicant attests that it is able to safely and securely receive medical marijuana and medical marijuana products.

YES

D-3.2 By selecting "**Yes**", the Applicant attests that it will implement standard operating procedures to inspect, prior to accepting any medical marijuana. Defective products must be rejected. Defective products include, but are not limited to the following: expired, damaged, deteriorated, misbranded or adulterated medical marijuana. [OAC 3796:6-3-06](#); [OAC 3796:8](#)

YES

D-3.3 Please describe the Applicant's processes, procedures, and controls regarding the inspection of medical marijuana from cultivators and processors prior to accepting any delivery at the proposed dispensary. Include a description of the proposed space for delivery and inspection. [OAC 3796:6-3-06](#)

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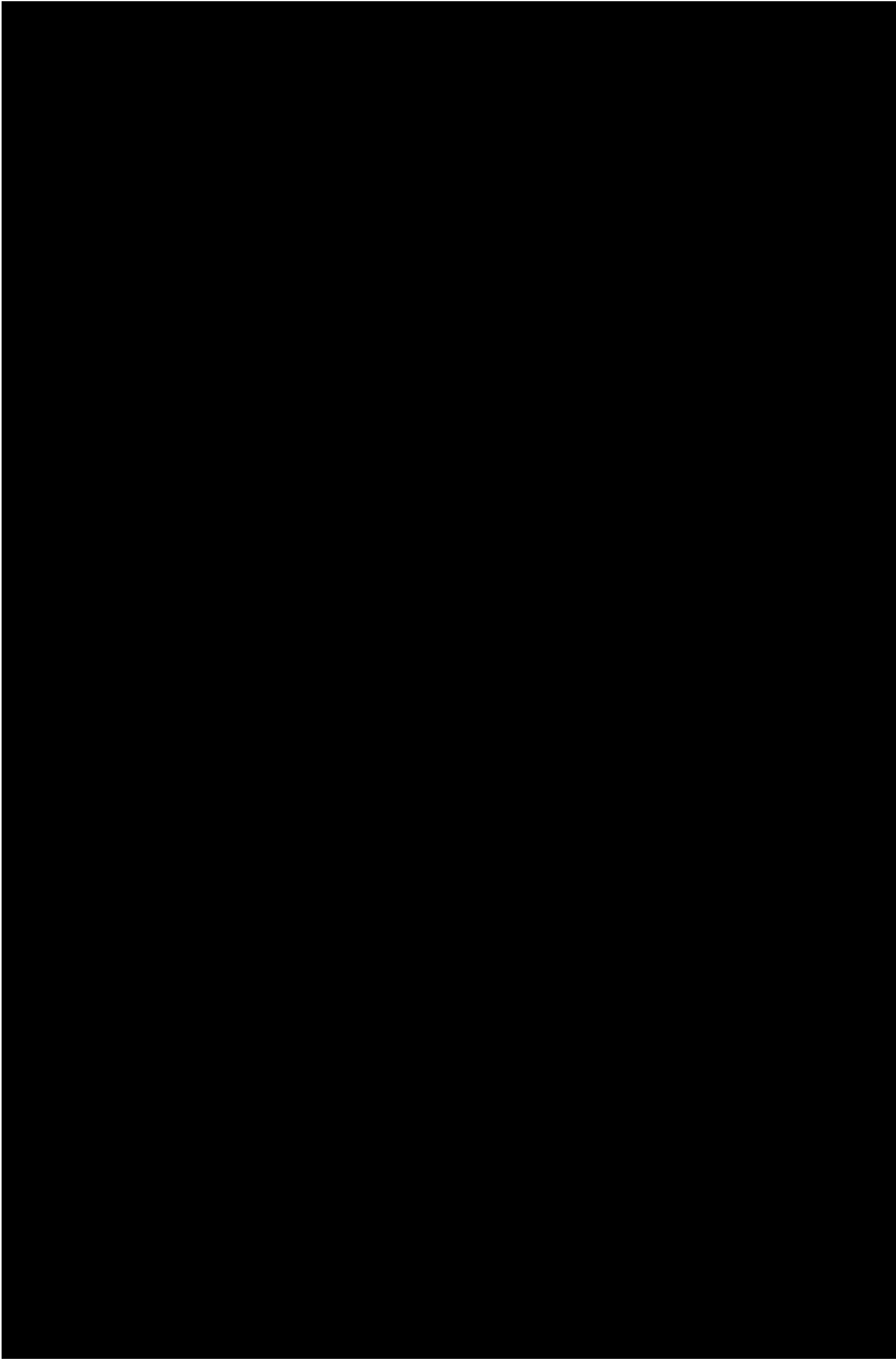
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Operations Plan(Storage of Product)

D-4.1 There will be separate, locked, limited access areas for the storage of medical marijuana that is expired, damaged, deteriorated, mislabeled, contaminated, recalled, or whose containers or packaging have been opened or breached, until the medical marijuana is returned to a cultivator, or processor, destroyed or otherwise disposed.

YES

D-4.2 All storage areas will be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds, and pests.

YES

D-4.3 A separate and secure area for temporary storage of medical marijuana that is awaiting disposal will be established.

YES

D-4.4 Please describe the Applicant's plans regarding the storage of medical marijuana within the proposed dispensary. The plan should include, but is not limited to, descriptions of the following:

1. Oversight of medical marijuana storage
2. Physical security measures
3. Record maintenance
4. Persons who will have access to medical marijuana
5. Climate control and lighting maintenance, including any necessary equipment
6. Sanitation of storage areas

Please reference [OAC 3796:6-3-07](#) for more information.

[Redacted content]

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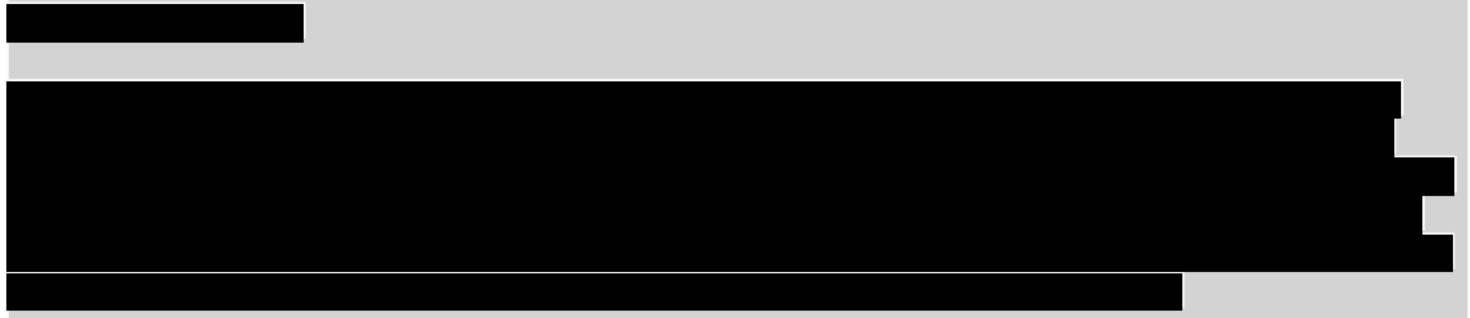
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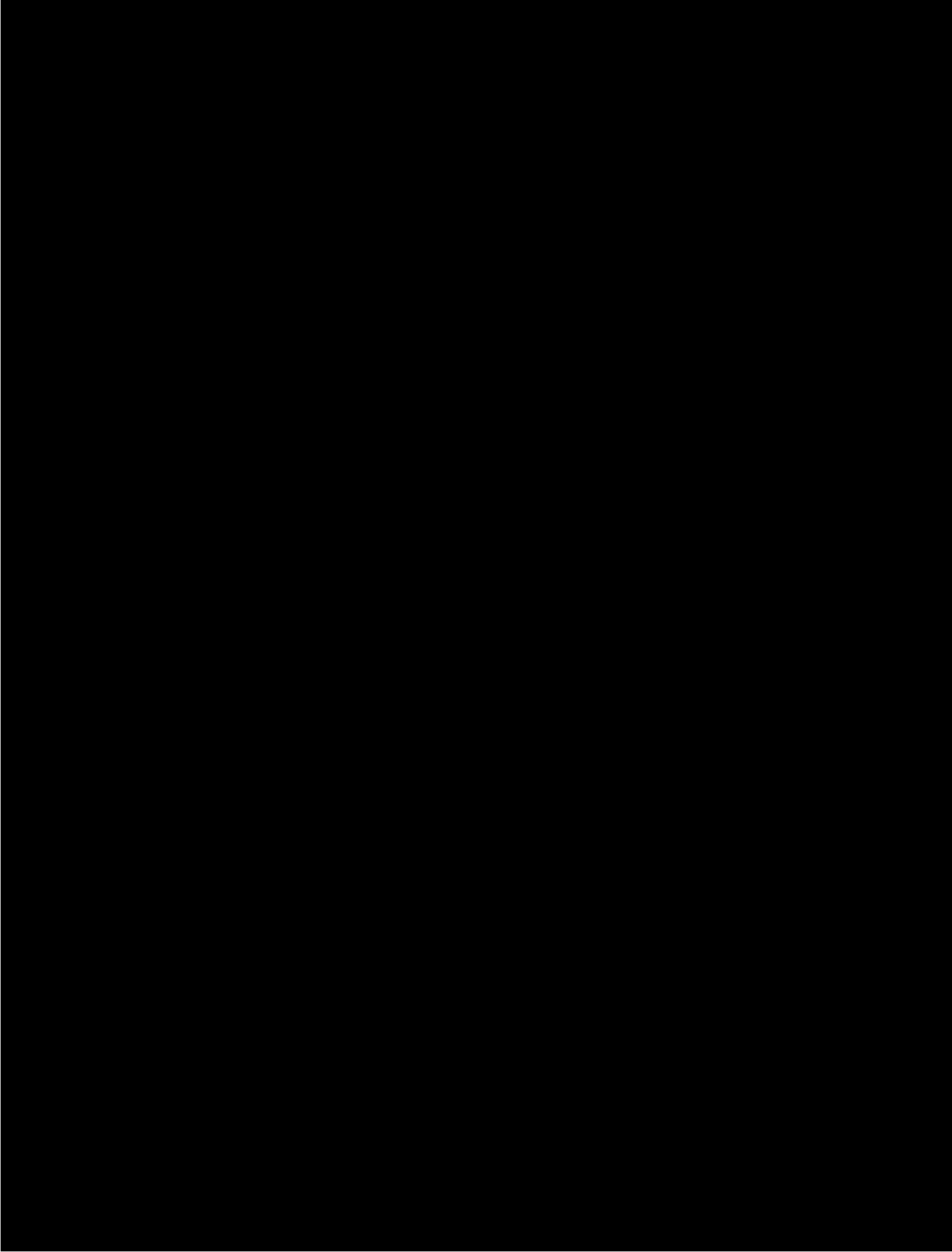


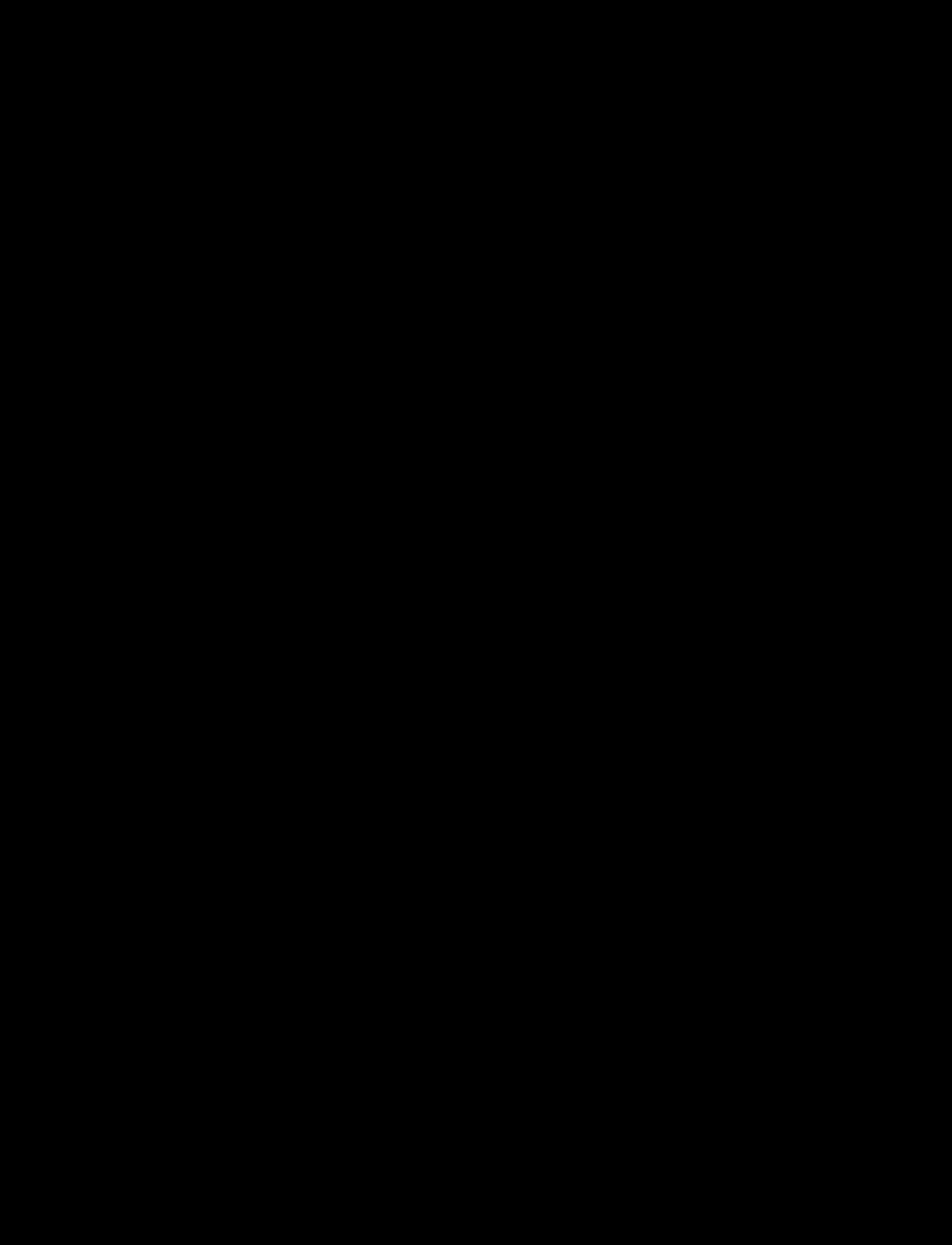
D-4.4.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in D-4.4. The images or diagrams may contain a brief descriptive caption. Additional language responding to the question will not be considered.

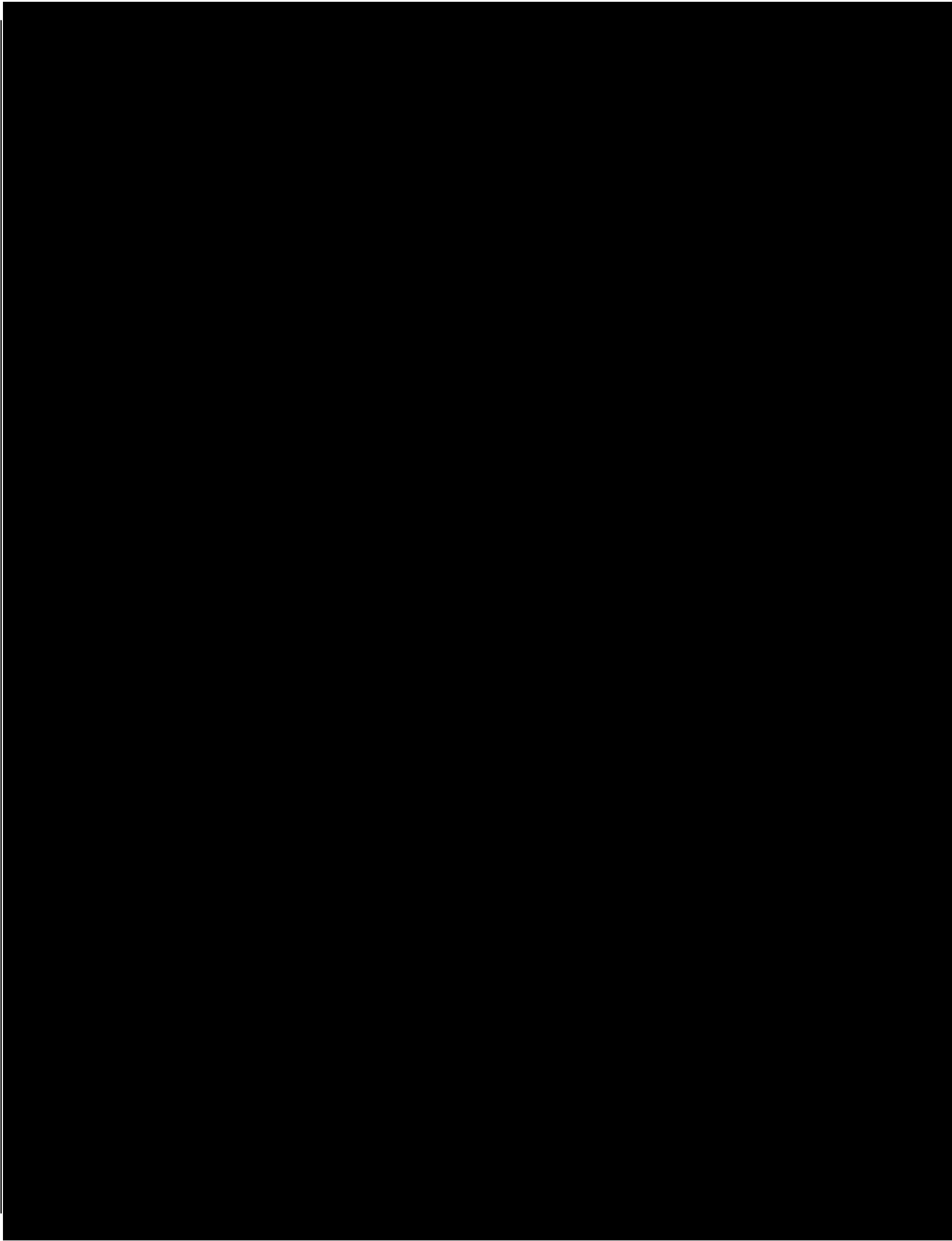
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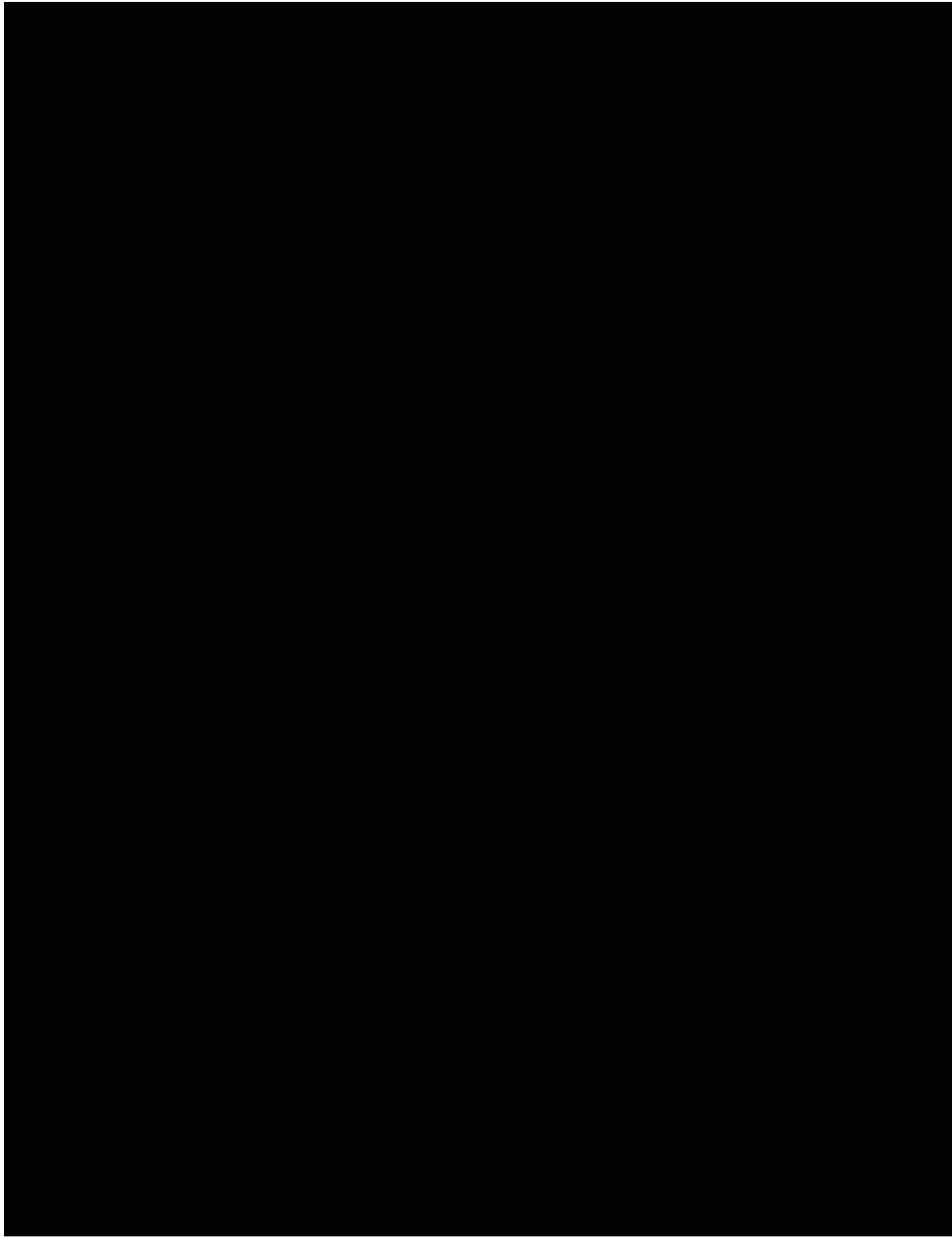
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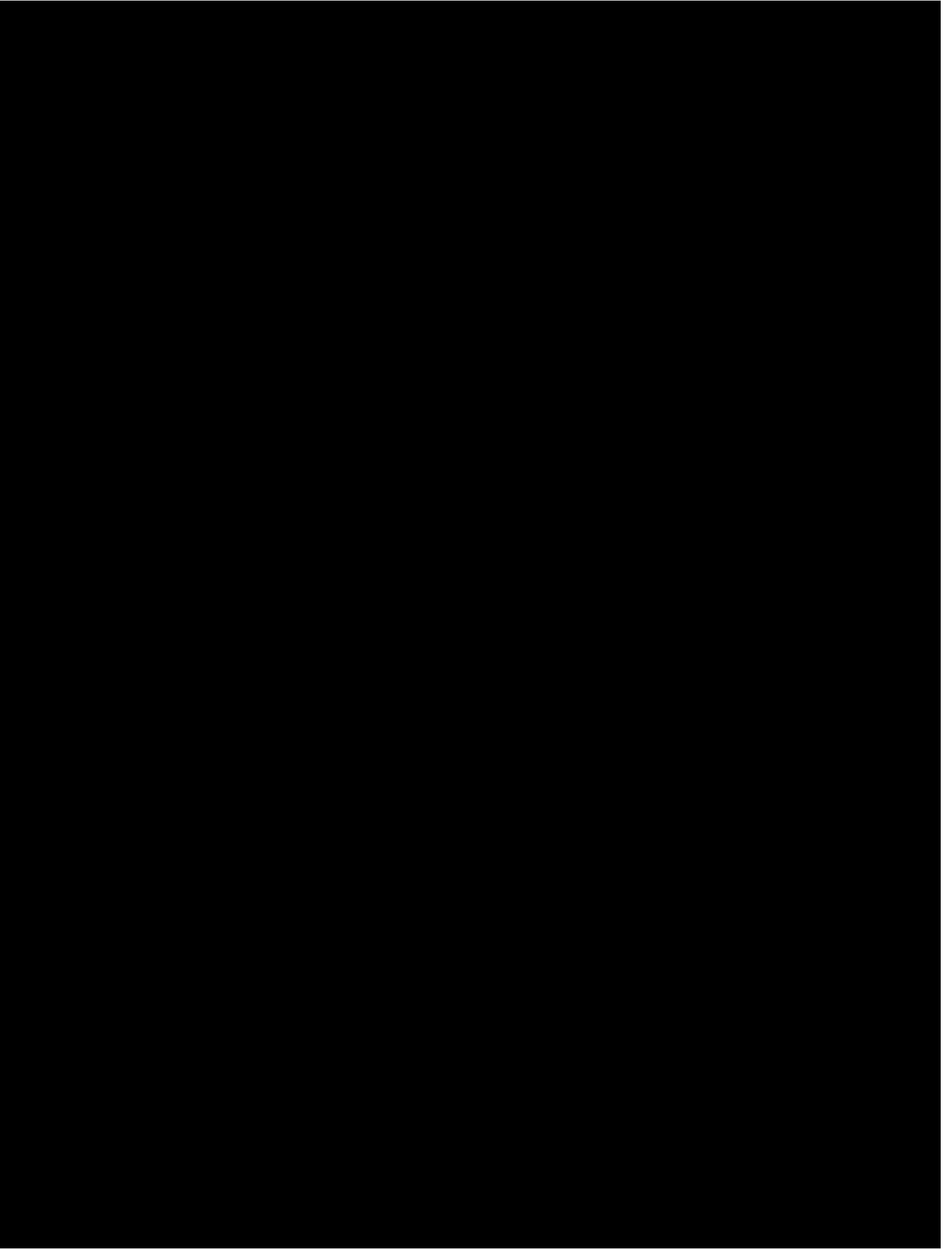
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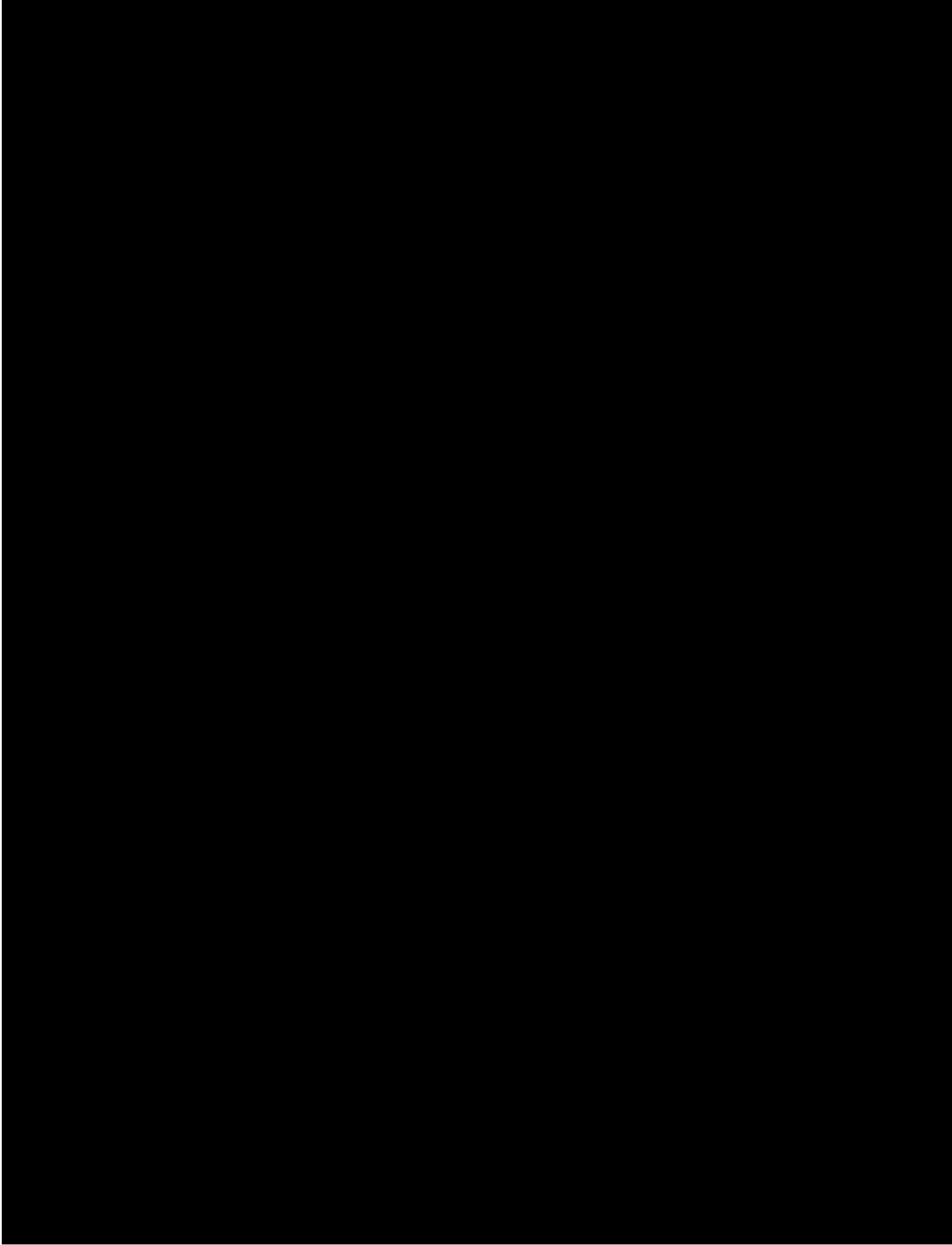


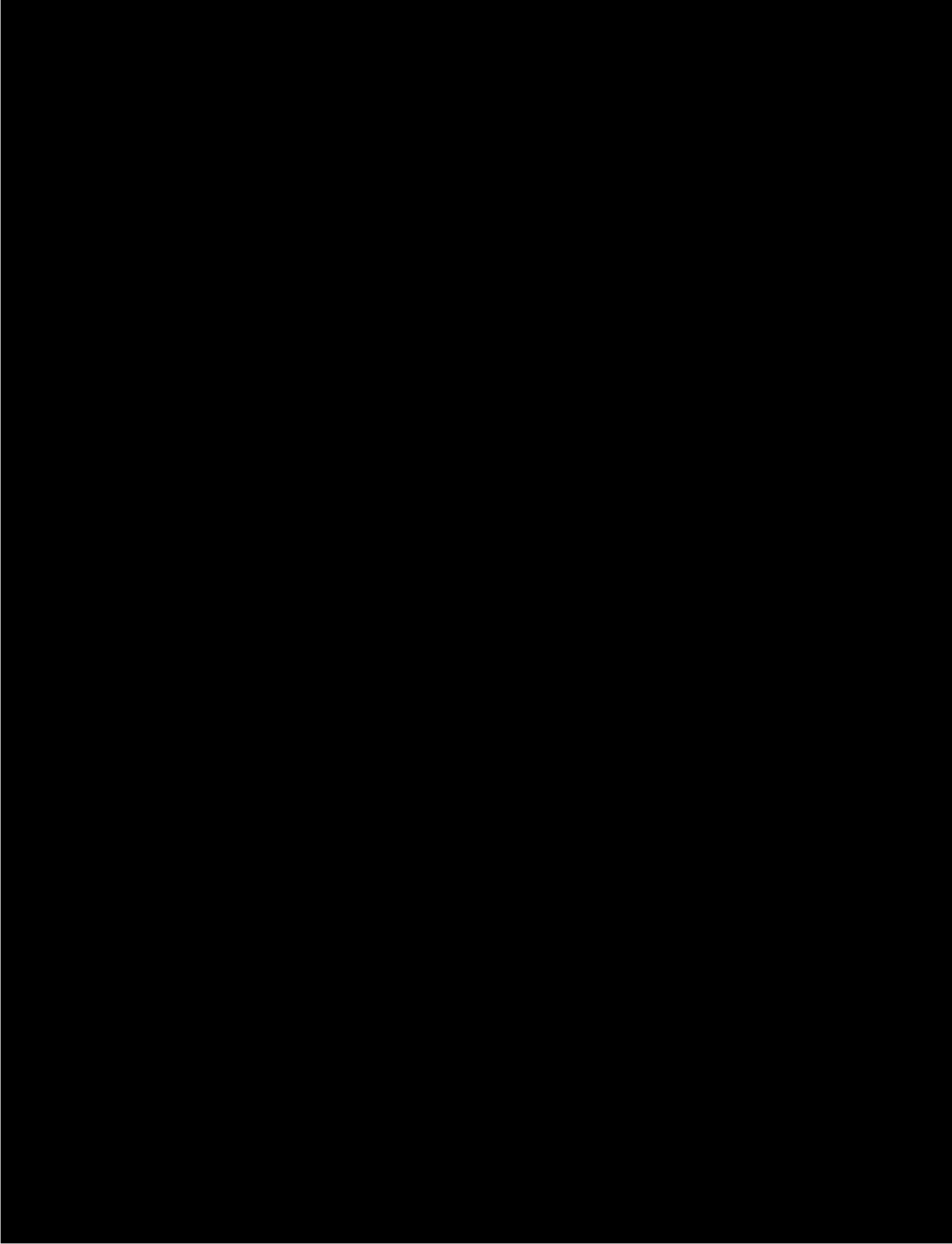






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Operations Plan(Dispensing of Product)

D-5.1 By selecting "Yes", the Applicant attests that it is prepared and willing to join the American Society for Automation in Pharmacy (ASAP) annually in order to facilitate near-real-time reporting to the Ohio Automated Rx Reporting System (OARRS). [American Society for Automation in Pharmacy](#); [OAC 3796:6-3-08](#); [OAC 3796:6-3-10](#)

YES

D-5.2 By selecting "Yes", the Applicant attests that it will use the patient registry to verify the registration of a patient or caregiver. [OAC 3796:6-3-08](#)

YES

D-5.3 Please indicate the expected number of Patient Registry scanners needed for the Applicant's facility (Information Only).

7

D-5.4 By selecting "Yes", the Applicant attests that it will have at least two employees physically present at the dispensary location, one of whom is a dispensary key employee, when the dispensary is open for the sale of medical marijuana. [OAC 3796:6-3-03](#)

YES

D-5.5 Please describe the Applicant's processes, procedures, and controls regarding the dispensing of medical marijuana, updating the patient record, and product labeling. Describe how these will be supported by the Applicant's internal inventory system including integration with the state inventory tracking system and for reporting to OARRS using the current ASAP format. Please attach a sample product label, with any identifiable information redacted or anonymized. [OAC 3796:6-3-08](#); [OAC 3796:6-3-09](#); [OAC 3796:6-3-10](#)

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D-5.5.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in D-5.5. The images or diagrams may contain a brief descriptive caption. Additional language responding to the question will not be considered.

Uploaded Document Name: **D-5.5.1_Sample Label.pdf**

NOTE: This applicant uploaded document is the next 1 page(s) of this document.

SAMPLE LABELS

Plant Material Label

COMPANY NAME COMPANY NAME, LLC XXXXX STREET NAME CITY, OHIO XXXXX LICENSE NUMBER: XXXXXXXXXXXXX CULTIVATOR BUSINESS NAME LICENSE NUMBER: XXXXXXXXXXXXX	
PRODUCT NAME <small>(Strain Name)</small>	
Patient Name	Patient Registry Number
Purchase Date: XX/XX/XXXX	Harvest Date: XX/XX/XXXX
3.54 Grams	1/8 Ounce
THC: XX.XX%	CBD: XX.XX%
THCA: XX.XX%	CBDA: XX.XX%
CBN: XX.XX%	CBG: XX.XX%
THCV: XX.XX%	CBC: XX.XX%
CBL: XX.XX%	Linalool: XX.XX%
B-Myrcene: XX.XX%	a-Pinene: XX.XX%
D-Limonene: XX.XX%	B-Caryophyllene: XX.XX%
WARNINGS This product may cause impairment and may be habit-forming. This product may be unlawful outside of the State of Ohio.	
 XXXX-XXXX-XXXX-XXXX <small>(Product Identifier)</small>	

Non-Plant Material Label

COMPANY NAME COMPANY NAME, LLC XXXXX STREET NAME CITY, OHIO XXXXX LICENSE NUMBER: XXXXXXXXXXXXX CULTIVATOR BUSINESS NAME LICENSE NUMBER: XXXXXXXXXXXXX PROCESSOR BUSINESS NAME LICENSE NUMBER: XXXXXXXXXXXXX	
PRODUCT NAME	
Patient Name	Patient Registry Number
Purchase Date: XX/XX/XXXX	Harvest Date: XX/XX/XXXX Production Date: XX/XX/XXXX
3.54 Grams	1/8 Ounce
THC: XX.XX%	CBD: XX.XX%
THCA: XX.XX%	CBDA: XX.XX%
CBN: XX.XX%	CBG: XX.XX%
THCV: XX.XX%	CBC: XX.XX%
CBL: XX.XX%	Linalool: XX.XX%
B-Myrcene: XX.XX%	a-Pinene: XX.XX%
D-Limonene: XX.XX%	B-Caryophyllene: XX.XX%
WARNINGS This product may cause impairment and may be habit-forming. This product may be unlawful outside of the State of Ohio. Caution: When eaten or swallowed, the effects and impairment caused by this drug may be delayed.	
ALLERGENS A list of all ingredients and all major food allergens as identified in 21 USC § 343.	
 XXXX-XXXX-XXXX-XXXX <small>(Product Identifier)</small>	

Operations Plan(Inventory Management of Product)

D-6.1 By selecting "**Yes**" the Applicant attests that it will establish inventory controls and procedures for the conducting of weekly inventory reviews and annual comprehensive inventories of medical marijuana at the facility. [OAC 3796:6-3-20](#)

YES

D-6.2 By selecting "**Yes**" the Applicant attests that its written or electronic weekly and annual inventory records described in D-6.1 will include:

1. The date of the inventory
2. A summary of the inventory findings
3. The employee identification numbers, and titles or positions, of the individuals who conducted the inventory

Please reference [OAC 3796:6-3-20](#) for more information.

YES

D-6.3 By selecting "**Yes**", the Applicant attests that it will use the state inventory tracking system. [ORC 3796.07](#); [OAC 3796:1-1-01](#); [OAC 3796:6-3-06](#)

YES

D-6.4 By selecting "**Yes**" the Applicant attests that it will maintain records of medical marijuana received from a cultivator or processor in its internal inventory control system. [OAC 3796:6-3-20](#)

YES

D-6.5 By selecting "**Yes**" the Applicant attests that it will maintain records of medical marijuana dispensed to a patient or a caregiver in its internal inventory control system. [OAC 3796:6-3-08](#)

YES

D-6.6 By selecting "**Yes**" the Applicant attests that it will maintain records of expired, damaged, deteriorated, misbranded, or adulterated medical marijuana awaiting return to a cultivator / processor or awaiting disposal, in its internal inventory control system. [OAC 3796:6-3-20](#)

YES

D-6.7 Please provide an explanation for selecting "**No**" in response to questions D-6.1 through D-6.6

No response provided by applicant

D-6.8 Please describe the Applicant's approach regarding the implementation of an inventory management process. This approach must also include a process that provides for the recall of medical marijuana and the management of medical marijuana product returns from the proposed dispensary to the originating cultivator and/or processor. [OAC 3796:6-3-20](#)

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D-6.8.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in D-6.8. The images or diagrams may contain a brief descriptive caption. Additional language responding to the question will not be considered.

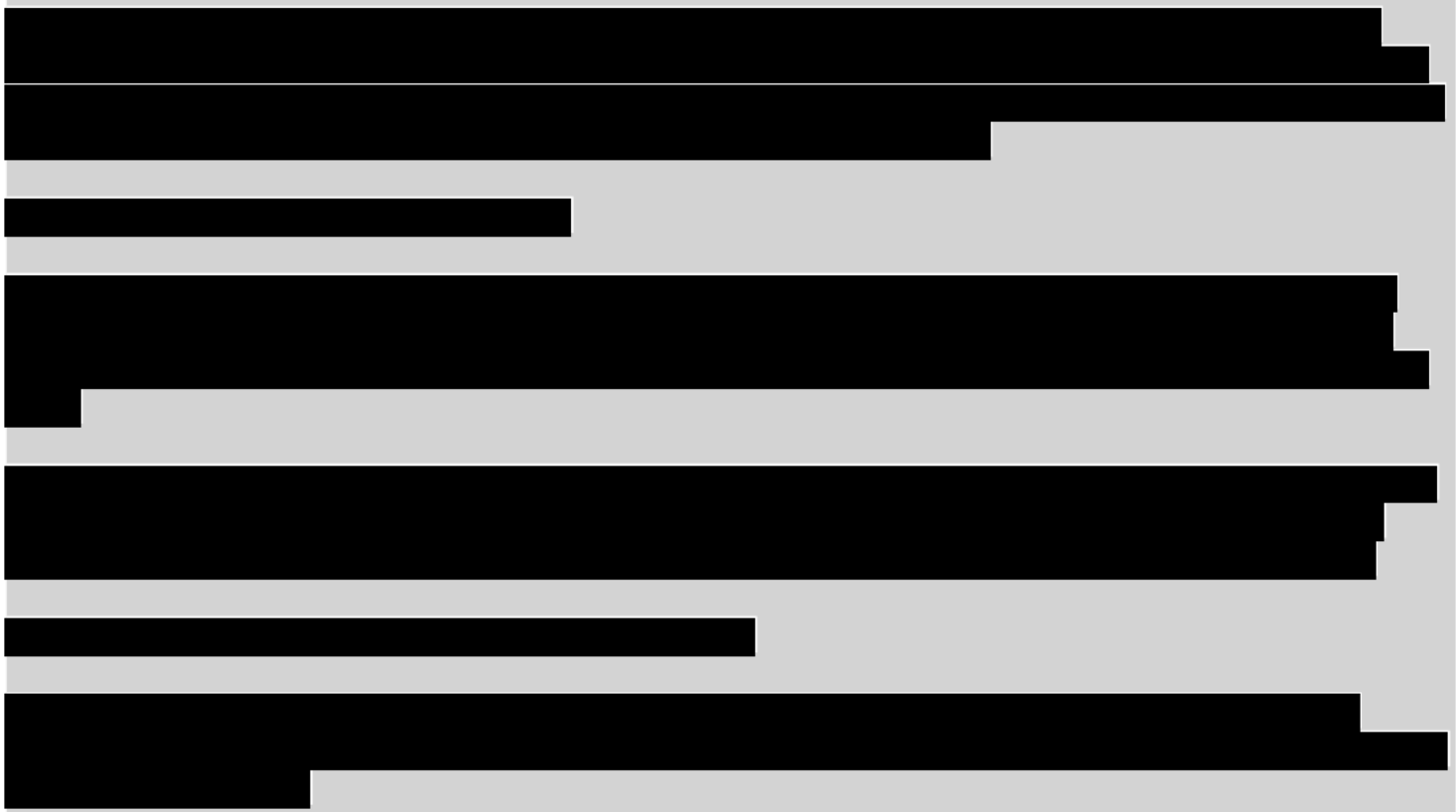
No response provided by applicant

D-6.9 Please describe the Applicant's processes, procedures and controls regarding a patient or caregiver's ability to return unused medical marijuana for the purpose of dispossession and destroying. Include, at a minimum, a description of

1. How patients and caregivers will be charged for such returns
 2. How returns will be tracked
 3. How any returned medical marijuana will be secured at the facility
 4. The maximum amount of time that returned medical marijuana will be stored at the facility
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A series of horizontal bars of varying lengths, alternating between black and light gray, creating a striped pattern. The bars are arranged in a sequence that suggests a list or a timeline, with some bars being significantly longer than others. The overall effect is a rhythmic, abstract composition.

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D-6.9.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in D-6.9. The images or diagrams may contain a brief descriptive caption. Additional language responding to the question will not be considered.

No response provided by applicant

Operations Plan(Diversion Prevention of Product)

D-7.1 Please provide a summary of the procedures and controls that the Applicant will implement at the dispensary for the prevention of the unlawful diversion of medical marijuana, along with the process that will be followed when evidence of theft/diversion is identified. [OAC 3796:6-3-01](#); [OAC 3796:6-3-05](#); [OAC 3796:6-3-16](#)

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Operations Plan(Sanitation and Safety)

D-8.1 Please provide a summary of the intended sanitation and safety measures to be implemented at the dispensary. These measures should include, but are not limited to, plans, procedures, and controls to address the following:

1. Processes for contamination prevention
2. Pest protection procedures
3. Instruction to dispensary employees regarding the handling of medical marijuana
4. Hand-washing facilities

Please reference [OAC 3796:6-3-02](#) for more information.

[Redacted content]

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Operations Plan(Record-Keeping)

D-9.1 By selecting “Yes,” the Applicant attests that it will notify State Board of Pharmacy at least 7 days prior to rendering medical marijuana unusable. All waste and unusable product will be weighed, recorded and entered into both its internal inventory system and in the state inventory tracking system. The destruction of medical marijuana will be witnessed by a key employee and conducted in a designated area with fully functioning video surveillance. [OAC 3796:6-3-14](#)

YES

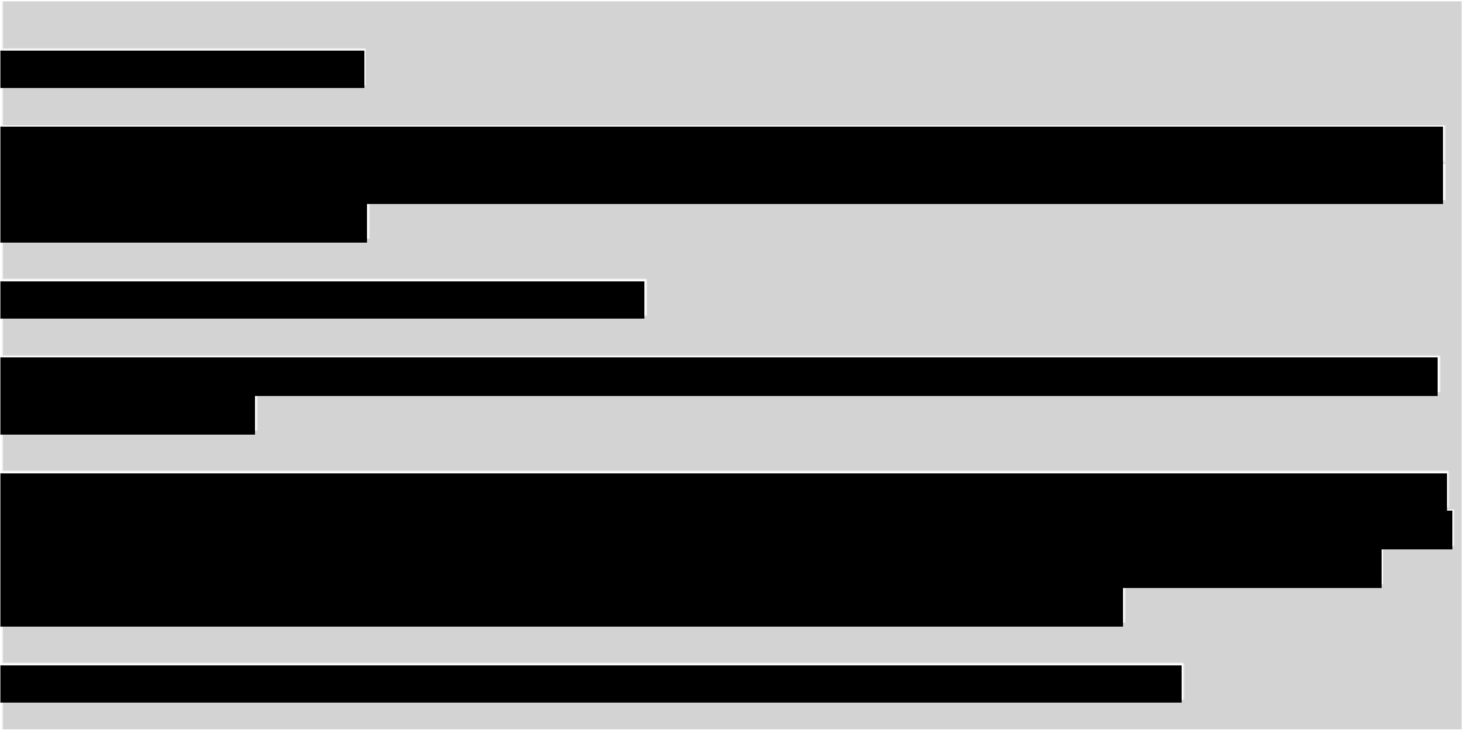
D-9.2 Please provide a summary of the Applicant’s record-keeping plan at the dispensary. This plan should cover, but is not limited to, a description for how the following records will be maintained:

1. Employee records, including a background check conducted by the proposed dispensary and training provided by the proposed dispensary
2. Operating procedures and controls
3. Audit records
4. Staffing plans; Business records
5. Surveillance records
6. Attendance logs
7. Quality assurance review logs

Please reference [OAC 3796:6-3-17](#) for more information.

[Redacted content]

[illegible]



Operations Plan(Other)

D-10.1 Please provide a summary of any other services or products to be offered by the Applicant at the dispensary. [OAC 3796:6-2-02](#)

[Redacted content]

[REDACTED]

[REDACTED]

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No response provided by applicant

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6	97%
7	98%
8	99%
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D-10.3 Describe the Applicant's efforts to minimize the environmental impact of the proposed dispensary. [OAC 3796:6-2-02](#)

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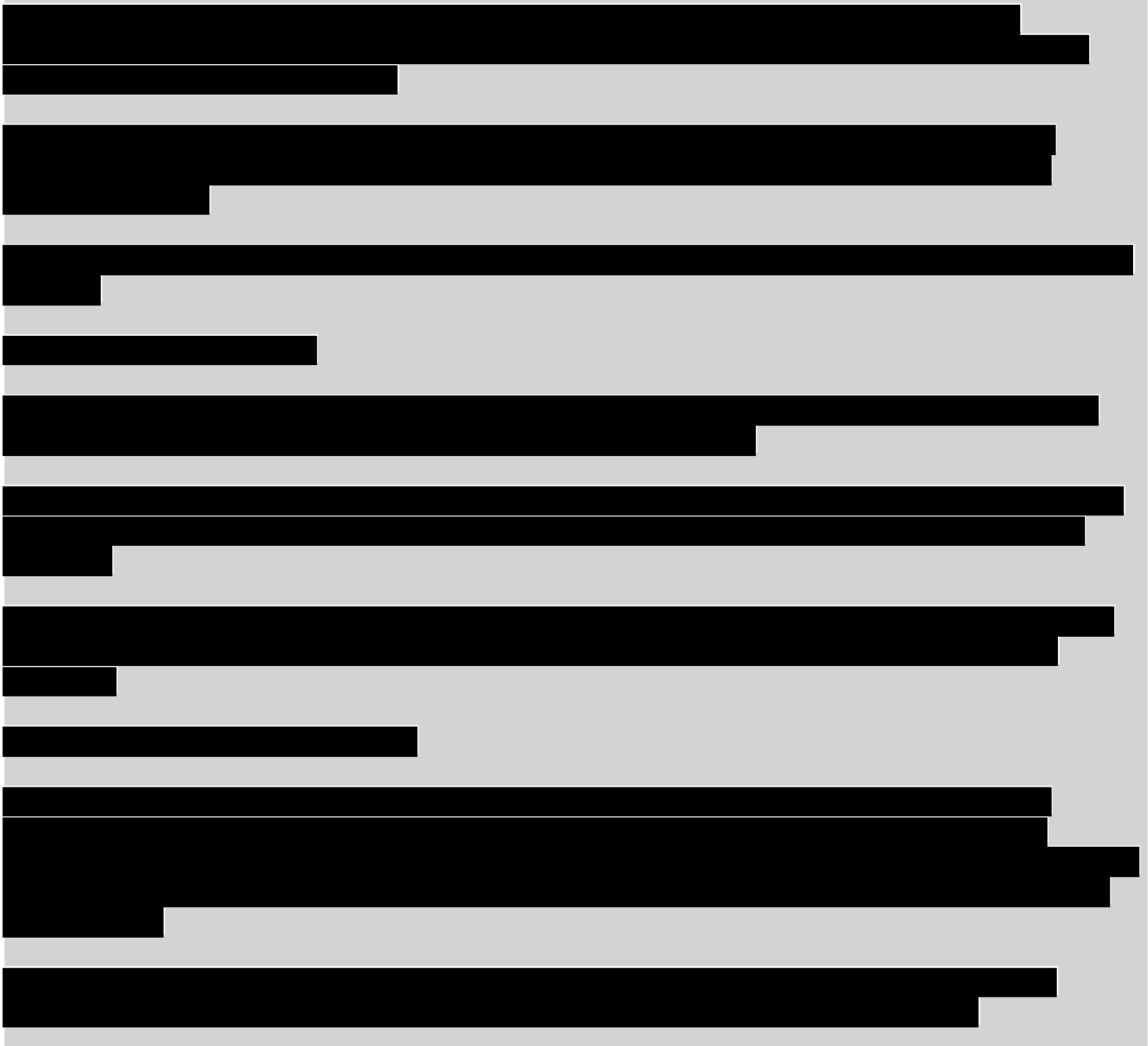
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D-10.3.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in D-10.3. The images or diagrams may contain a brief descriptive caption. Additional language responding to the question will not be considered.

No response provided by applicant

Operations Plan(Security & Infrastructure Records)

D-11.1 By selecting "Yes", the Applicant attests that all responses identified as containing security and infrastructure are voluntarily submitted to the State Board of Pharmacy in expectation of a protection from disclosure as provided by [section 149.433 of the Revised Code](#).

YES

Patient Care(Staff Education and Training)

E-1.1 Describe the Applicant's education and training plan and how it will meet the foundational and ongoing training required for dispensary employees to be authorized to dispense medical marijuana. Include a summary of the substantive training content, the number of hours each dispensary employee will receive for each mandatory training requirement, the number of training hours each dispensary employee will receive for any elective training, and the anticipated source of each type of training described. [OAC 3796:6-3-19](#)

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E-1.1.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in E-1.1. The images or diagrams may contain a brief descriptive caption. Additional language responding to the question will not be considered.

No response provided by applicant

E-1.2 Summarize how the Applicant's training plan will identify and incorporate advancements in medical marijuana research. Include a description of the frequency with which the training plan will be updated, how new information will be incorporated into the training plan, the method for providing updated training to dispensary employees, and the frequency with which updated training will be provided to dispensary employees. [OAC 3796:6-3-19](#)

[REDACTED]

described in E-1.2. The images or diagrams may contain a brief descriptive caption. Additional language responding to the question will not be considered.

No response provided by applicant

Patient Care(Patient Care and Education)

E-2.1 Describe how dispensary employees will be trained to provide patient education regarding:

1. Recognizing the signs of abuse or adverse events in the medical use of marijuana
2. Instruction on use of medical marijuana to treat a qualifying condition
3. Risks associated with medical marijuana, including possible drug interactions
4. Guidelines for support to patients related to the patient's symptoms
5. Guidelines for refusing to provide medical marijuana to an individual who appears to be impaired or abusing medical marijuana. Include the sources of the training and the sources' qualifications to provide such training.

Please reference [OAC 3796:6-3-19](#) for more information.

[Redacted content]

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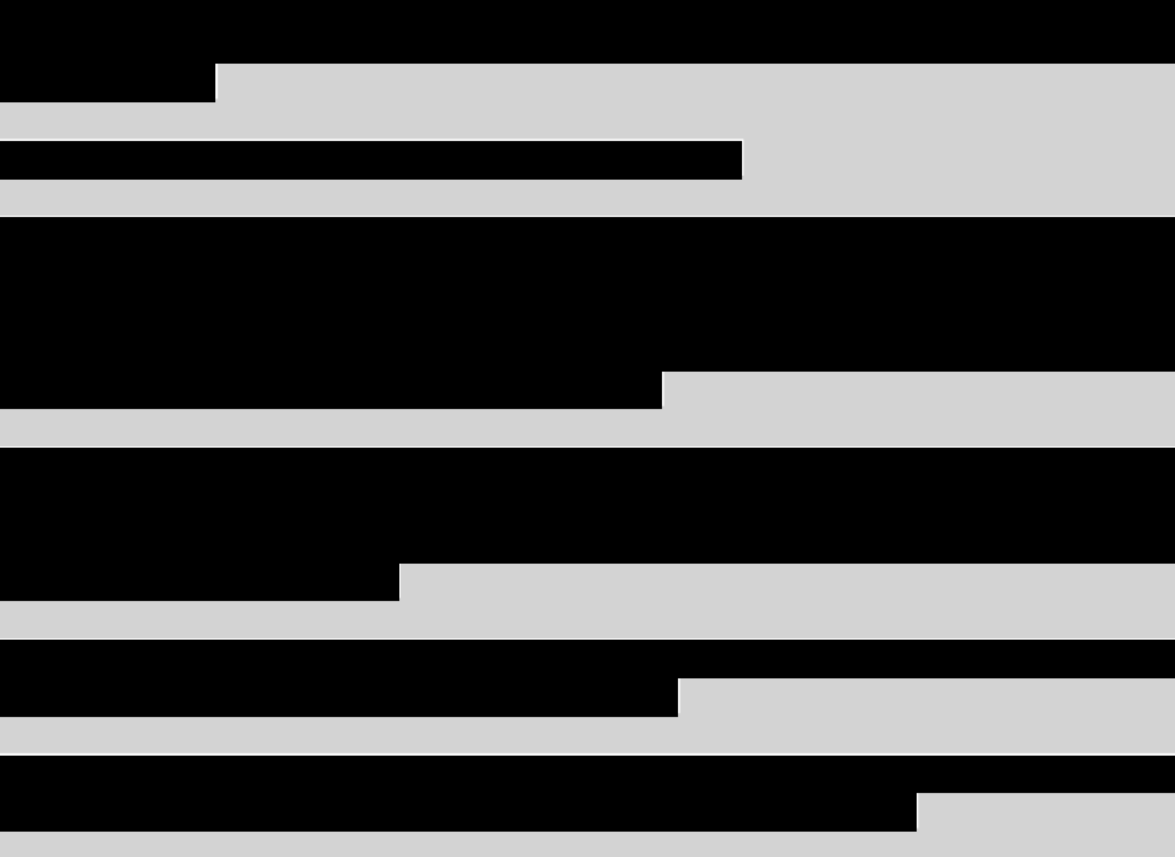
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No response provided by applicant

E-2.2 Describe the Applicant's processes, procedures and controls addressing reports of adverse events. Include, at a minimum, a description of:

- 

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Patient Care(Patient Care Facilities)

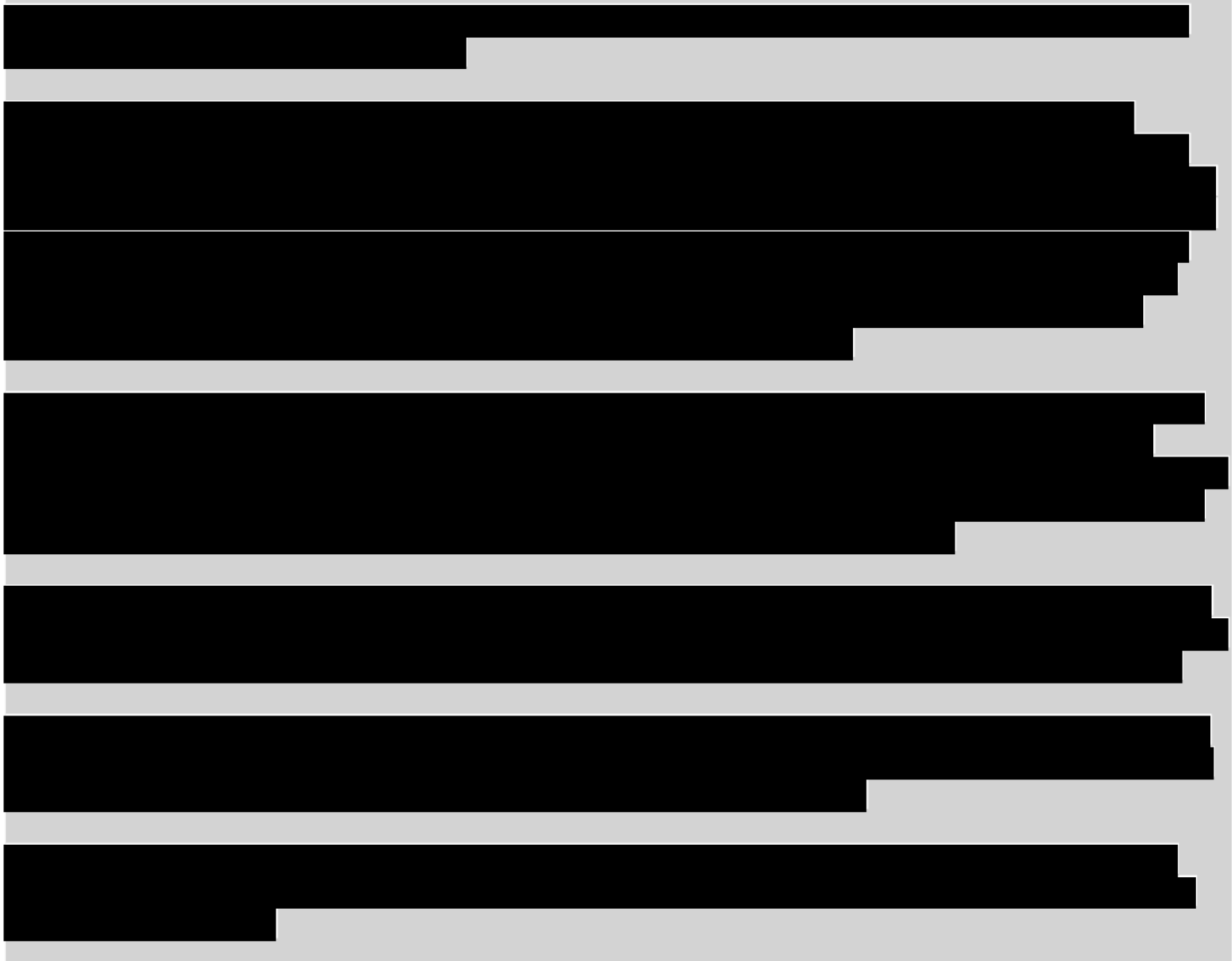
E-3.1 Describe the adequacy of the size of the proposed dispensary to serve the needs of patients and caregivers, including building and construction plans with supporting details. Such plans shall illustrate, at a minimum, the size and location of the following within the prospective dispensary location:

1. The dispensary department
2. Restricted access areas
3. Waiting room
4. Patient care areas or other areas designated for patient and caregiver consultation and instruction. Include a summary of the patient flow through each area, the maximum patient and caregiver occupancy in each area at any given time, the amount of time the Applicant expects to interact with both new and returning patients, and the number of dispensary employees who will staff each area

Please reference [OAC 3796:6-2-02](#) for more information.

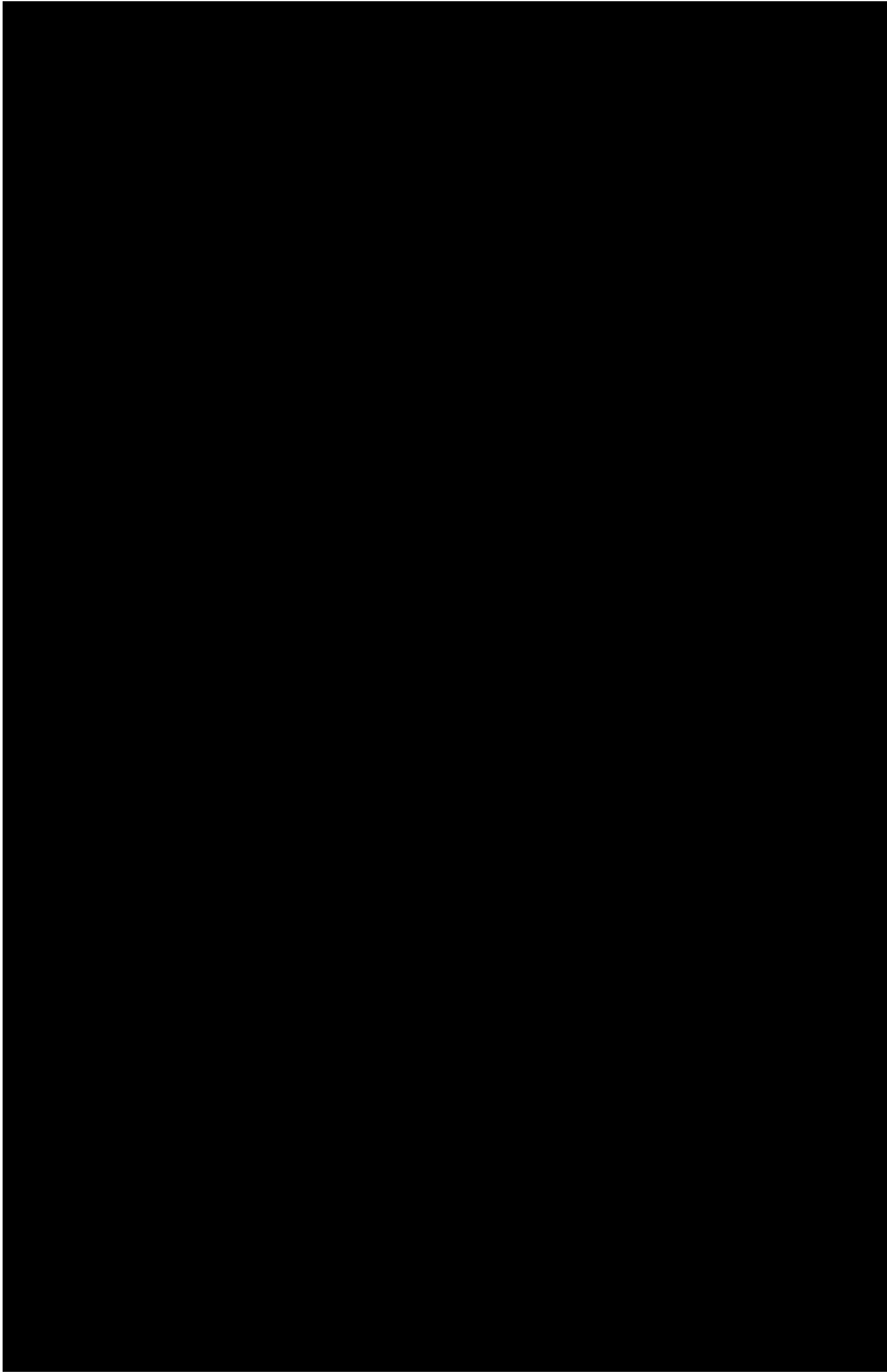
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E-3.1.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in E-3.1. The images or diagrams may contain a brief descriptive caption. Additional language responding to the question will not be considered.

Uploaded Document Name: **E-3.1.1_Floor Plan.pdf**
NOTE: This applicant uploaded document is the next 1 page(s) of this document.



Patient Care(Dispensary Operating Hours)

E-4.1 By selecting "Yes", the Applicant attests that it will make the dispensary available to patients and caregivers to purchase medical marijuana for a minimum of 35 hours per week, between the hours of 7 am and 9 pm, except as authorized by State Board of Pharmacy. [OAC 3796:6-3-03](#)

YES

E-4.2 Provide the proposed hours of operation during which the prospective dispensary will available to dispense medical marijuana to patients and caregivers. (Information only) [OAC 3796:6-3-03](#)

8 am to 8 pm, Monday through Saturday

Patient Care(Patient Information)

E-5.1 By selecting "Yes", the Applicant attests that it will post a sign directing patients and caregivers with medical marijuana inquiries or adverse reactions to the toll-free hotline established by the State Board of Pharmacy. [OAC 3796:6-3-15](#)

YES

E-5.2 By selecting "Yes", the Applicant attests that it will make information regarding the use and possession of medical marijuana available to patients and caregivers. The Applicant agrees to submit all such information to the State Board of Pharmacy prior to being provided to patients and caregivers. [OAC 3796:6-3-15](#)

YES

Attestations and Acknowledgements(Attestations and Acknowledgements)

F-1.1 Fill out and attach the “[Trade Secret Form](#)” to Question F-1.1, specifying the question and / or attachment references of the application submission that are exempt from disclosure under Ohio public records law and articulate how the information meets the definition of “trade secret” under [Ohio Revised Code section 1333.61\(D\)](#). If no material is designated as trade secret information, a statement of “None” should be listed on the form.

Uploaded Document Name: **F-1.1_Trade Secret Form (KDJOH, LLC).pdf**

NOTE: This applicant uploaded document is the next 3 page(s) of this document.



Ohio Medical Marijuana Control Program Dispensary Application



Trade Secret Form

(Attachment to Application Section F-1.1)

This form must be signed by an individual who may legally sign for the Applicant. The form must be printed and signed with an original, wet-ink signature. Electronic or digital signatures are not acceptable. Scan and attach a copy of the signed form, in PDF format, in response to Question F-1.1 of the online Application.

Business Name of Applicant:	
<p>The undersigned is an Applicant for a medical marijuana Dispensary license. The Applicant understands that the State of Ohio Board of Pharmacy 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.</p> <p>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.</p> <p>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.</p> <p>Applicant understands that there are additional requirements in order to claim a trade secret record exception. Applicant understands that materials consisting of trade secrets must be clearly marked, specifying the pages of the application question, attachment name related to the material that is to be restricted and justifying the trade secret designation for each item.</p>	
Printed Name of Authorized Representative	
Signature	Date



Ohio Medical Marijuana Control Program Dispensary Application



Question Number	Attachment Reference	Justification for Excluding as Trade Secret



Ohio Medical Marijuana Control Program Dispensary Application



Question Number	Attachment Reference	Justification for Excluding as Trade Secret

F-1.2 To be considered complete, each application must be submitted with an Attestation and Release Authorization. The form must be completed by a Prospective Associated Key Employee who may legally sign for the Applicant and who can verify the information provided in the application is true, correct, and complete.

This response has been entirely redacted