



**STATE OF
OHIO**
BOARD OF PHARMACY

Ohio Medical Marijuana Control Program



Ohio Medical Marijuana Dispensary Application PURA OHIO, LLC Application ID 1087

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

Pura Ohio, LLC

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

No response provided by applicant

A-1.3 Business Street Address

612 Park Street Ste 100

A-1.4 City

COLUMBUS

A-1.5 State

OH

A-1.6 Zip Code

43215

A-1.7 Phone

6146798931

A-1.8 Email

toddappelbaum@gmail.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

Todd

A-2.3 Middle Name

Jeffrey

A-2.4 Last Name

Appelbaum

A-2.5 Street Address

190 Stanbery Ave.

A-2.6 City

Columbus

A-2.7 State

OH

A-2.8 Zip Code

43209

A-2.9 Phone

6146798931

A-2.10 Email

toddappelbaum@gmail.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

11/17/2017

A-3.4 Business Name on Formation Documents

Pura Ohio, 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 12

A-6.1 First Name

Adam

A-6.2 Middle Name

Ezra

A-6.3 Last Name

Levin

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Executive

A-6.6 Title in the Applicant's business

Advisory Board Chairman

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

2,400,000

A-6.9 Types of shares owned

Class A

A-6.10 Percent interest in Applicant's business

24%

A-6.11 Voting percentage

24%

A-6.12 Proposed Role

OWNER

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

Business Expertise

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

200 Dorado Beach Dr, Unit 3532

A-6.17 City

Dorado

A-6.18 State

OUT OF COUNTRY

A-6.19 Zip Code

00646

A-6.20 Phone

8188228890

A-6.21 Email

adam@hightimes.com

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

No response provided by applicant

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:

N/A

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 12

A-6.1 First Name

Brooke

A-6.2 Middle Name

Ellen

A-6.3 Last Name

Gehring

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Owner

A-6.6 Title in the Applicant's business

Chief Compliance Officer

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

100,000

A-6.9 Types of shares owned

Class A

A-6.10 Percent interest in Applicant's business

1%

A-6.11 Voting percentage

1%

A-6.12 Proposed Role

OWNER

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

State Licensed Industry Owner/Operator/Consultant since 2009

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

2330 E Louisiana Avenue

A-6.17 City

Denver

A-6.18 State

CO

A-6.19 Zip Code

80210

A-6.20 Phone

3039901222

A-6.21 Email

thelivegreengroup@gmail.com

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

No response provided by applicant

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

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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 12

A-6.1 First Name

Daniel

A-6.2 Middle Name

Stephen

A-6.3 Last Name

Williams

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Pharmacist

A-6.6 Title in the Applicant's business

Chief Pharmaceutical Advisor

A-6.7 Applicant's business related compensation

\$1000

A-6.8 Number of shares owned

0

A-6.9 Types of shares owned

0

A-6.10 Percent interest in Applicant's business

0

A-6.11 Voting percentage

0

A-6.12 Proposed Role

OTHER

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

Pharmacist licensed in the State of Ohio

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

7826 Strathmoore Rd

A-6.17 City

Dublin

A-6.18 State

OH

A-6.19 Zip Code

43016

A-6.20 Phone

6192140128

A-6.21 Email

dsw677@ameritech.net

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

No response provided by applicant

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:

N/A

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 4 of 12

A-6.1 First Name

Ehud

A-6.2 Middle Name

No response provided by applicant

A-6.3 Last Name

Mendel

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Neurosurgeon

A-6.6 Title in the Applicant's business

Chief Medical Officer

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

25,000

A-6.9 Types of shares owned

Class A

A-6.10 Percent interest in Applicant's business

.25%

A-6.11 Voting percentage

.25%

A-6.12 Proposed Role

OWNER

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

Medical Doctor, Licensed in the State of Ohio

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

13 Lyonsgate Rd

A-6.17 City

Columbus

A-6.18 State

OH

A-6.19 Zip Code

43209

A-6.20 Phone

6142023997

A-6.21 Email

eSpine911@gmail.com

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

No response provided by applicant

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:

11 Years

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 5 of 12

A-6.1 First Name

Jackee

A-6.2 Middle Name

Danielle

A-6.3 Last Name

Stang

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Media

A-6.6 Title in the Applicant's business

Vice President of Operations

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

2,400,000

A-6.9 Types of shares owned

Class A

A-6.10 Percent interest in Applicant's business

24%

A-6.11 Voting percentage

24%

A-6.12 Proposed Role

OWNER

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

Business Expertise

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

5482 Wilshire Blvd #1582

A-6.17 City

Los Angeles

A-6.18 State

CA

A-6.19 Zip Code

90036

A-6.20 Phone

9292341423

A-6.21 Email

jackeelovesbacon@gmail.com

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

No response provided by applicant

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 6 of 12

A-6.1 First Name

James

A-6.2 Middle Name

Dario

A-6.3 Last Name

Koerner

A-6.4 Suffix

DO FACOOG

A-6.5 Occupation

Physician

A-6.6 Title in the Applicant's business

Women's Health Advisor

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

25,000

A-6.9 Types of shares owned

Class A

A-6.10 Percent interest in Applicant's business

.25%

A-6.11 Voting percentage

.25%

A-6.12 Proposed Role

OWNER

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

Medical Expertise

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

531 Houston Street

A-6.17 City

Nacogdoches

A-6.18 State

TX

A-6.19 Zip Code

75961

A-6.20 Phone

3615498161

A-6.21 Email

sirgyn@gmail.com

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

No response provided by applicant

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:

N/A

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 7 of 12

A-6.1 First Name

Israel

A-6.2 Middle Name

Maxx

A-6.3 Last Name

Abramowitz

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Private Equity

A-6.6 Title in the Applicant's business

Chief Operating Officer/COO

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

0

A-6.9 Types of shares owned

N/A

A-6.10 Percent interest in Applicant's business

0

A-6.11 Voting percentage

0

A-6.12 Proposed Role

PERSON EXERCISING SUBSTANTIAL CONTROL

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

Business Expertise

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

200 Dorado Beach, Unit 3532

A-6.17 City

Dorado

A-6.18 State

OUT OF COUNTRY

A-6.19 Zip Code

00646

A-6.20 Phone

8184226172

A-6.21 Email

maxx@orevacapital.com

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

No response provided by applicant

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:

N/A

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 8 of 12

A-6.1 First Name

Nicholas

A-6.2 Middle Name

Todd

A-6.3 Last Name

Easley

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Executive

A-6.6 Title in the Applicant's business

Vice President of Dispensary Operations

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

250,000

A-6.9 Types of shares owned

Class A

A-6.10 Percent interest in Applicant's business

2.5%

A-6.11 Voting percentage

2.5%

A-6.12 Proposed Role

OWNER

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

12 years consulting experience in the legal medical cannabis industry in a variety of states and

countries.

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

2785 N. Speer Blvd, Suite 4

A-6.17 City

Denver

A-6.18 State

CO

A-6.19 Zip Code

80211

A-6.20 Phone

7205562991

A-6.21 Email

n.easley@3ccannabis.com

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

No response provided by applicant

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:

N/A

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 9 of 12

A-6.1 First Name

Paul

A-6.2 Middle Name

No response provided by applicant

A-6.3 Last Name

Abramowitz

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Professional Manager

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

2,400,000

A-6.9 Types of shares owned

Class A

A-6.10 Percent interest in Applicant's business

24%

A-6.11 Voting percentage

24%

A-6.12 Proposed Role

OWNER

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

Business Expertise

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

5515 Pacific Ave. Unit 4

A-6.17 City

Marina Del Rey

A-6.18 State

CA

A-6.19 Zip Code

90292

A-6.20 Phone

3106131313

A-6.21 Email

PaulAbramowitz@gmail.com

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

No response provided by applicant

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

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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 10 of 12

A-6.1 First Name

Todd

A-6.2 Middle Name

Jeffrey

A-6.3 Last Name

Appelbaum

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Entrepreneur

A-6.6 Title in the Applicant's business

Chief Executive Officer (CEO)

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

2,450,000

A-6.9 Types of shares owned

Class A

A-6.10 Percent interest in Applicant's business

24.5%

A-6.11 Voting percentage

24.5%

A-6.12 Proposed Role

OWNER

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

Business Enterprise

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

190 Stanbery Ave.

A-6.17 City

Columbus

A-6.18 State

OH

A-6.19 Zip Code

43209

A-6.20 Phone

6146798931

A-6.21 Email

toddappelbaum@gmail.com

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

No response provided by applicant

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:

56 Years

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 11 of 12

A-6.1 First Name

Benjamin

A-6.2 Middle Name

Walker

A-6.3 Last Name

Teekell

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Cannabis Consultant

A-6.6 Title in the Applicant's business

Dispensary Compliance Control Manager

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

0

A-6.9 Types of shares owned

N/A

A-6.10 Percent interest in Applicant's business

0

A-6.11 Voting percentage

0

A-6.12 Proposed Role

OTHER

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

7 years expertise in all aspects of Post Cultivation, Inventory Control and Compliance Management in

the cannabis industry

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

45 S Grant St #202

A-6.17 City

Denver

A-6.18 State

CO

A-6.19 Zip Code

80209

A-6.20 Phone

3187547671

A-6.21 Email

walker.t@3ccannabis.com

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

No response provided by applicant

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

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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 12 of 12

A-6.1 First Name

Nathan

A-6.2 Middle Name

William

A-6.3 Last Name

Pingel

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Owner, Pingel Design Group, Inc

A-6.6 Title in the Applicant's business

Quality Assurance Manager

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

0

A-6.9 Types of shares owned

N/A

A-6.10 Percent interest in Applicant's business

0%

A-6.11 Voting percentage

0%

A-6.12 Proposed Role

PERSON EXERCISING SUBSTANTIAL CONTROL

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

Expertise in chemical extraction

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

426 E Whittier St.

A-6.17 City

Columbus

A-6.18 State

OH

A-6.19 Zip Code

43206

A-6.20 Phone

6147951285

A-6.21 Email

npingel@pdg-inc.com

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

No response provided by applicant

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:

Since birth; 65 years

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 12

B-3.1 First Name

Adam

B-3.2 Middle Name

Ezra

B-3.3 Last Name

Levin

B-3.4 Proposed Role

OWNER

B-3.5 Position/Title

Advisory Board Chairman

B-3.6 Brief description of role

Provides strategic business/operations advice to dispensary management. Advising management on policies, topics, and regulatory procedures.

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?

NO

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

No response provided by applicant

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?

NO

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

No response provided by applicant

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 12

B-3.1 First Name

Brooke

B-3.2 Middle Name

Ellen

B-3.3 Last Name

Gehring

B-3.4 Proposed Role

OWNER

B-3.5 Position/Title

Chief Compliance Officer

B-3.6 Brief description of role

Translation of regulations, compliance, and employee training program and maintaining ongoing compliance. Will regularly review company compliance and risk areas, remaining up-to-date on relevant issues to integrate changes.

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.

Entity 1 - FGS Inc. 5775 E. 39th Avenue, Denver, CO 80207

Entity 2 - Colordao 7 Investment LLC 2506 W Main Street, Littleton, CO 80120

Entity 3 - Vireo Health LLC 207 S 9th Street, Minneapolis, MN 55402

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.

Entity 1 - FGS Inc. 5775 E. 39th Avenue, Denver, CO 80207

Entity 2 - Colordao 7 Investment LLC 2506 W Main Street, Littleton, CO 80120

Entity 3 - Vireo Health LLC 207 S 9th Street, Minneapolis, MN 55402

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 12

B-3.1 First Name

Daniel

B-3.2 Middle Name

Stephen

B-3.3 Last Name

Williams

B-3.4 Proposed Role

PERSON EXERCISING SUBSTANTIAL CONTROL

B-3.5 Position/Title

Chief Pharmaceutical Advisor

B-3.6 Brief description of role

Recommendation of products for patient qualifying conditions. Will advise dispensary on best practices for safety, efficacy, and effective patient treatment, and create policies and educational materials.

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?

NO

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

No response provided by applicant

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?

NO

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

No response provided by applicant

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 4 of 12

B-3.1 First Name

Ehud

B-3.2 Middle Name

No response provided by applicant

B-3.3 Last Name

Mendel

B-3.4 Proposed Role

OWNER

B-3.5 Position/Title

Chief Medical Advisor

B-3.6 Brief description of role

Dispensary consulting guidance, patient/caregiver education and materials creation, employee training, and patient assistance. Compliance with SBOP, MMCP, and state and local requirements.

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?

NO

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

No response provided by applicant

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?

NO

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

No response provided by applicant

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 5 of 12

B-3.1 First Name

Jackee

B-3.2 Middle Name

Danielle

B-3.3 Last Name

Stang

B-3.4 Proposed Role

OWNER

B-3.5 Position/Title

Vice President of Operations

B-3.6 Brief description of role

Oversight of day-to-day dispensary operations and increasing growth. Strategy for company operations to support goals, advisor to the CEO/CFO, and dispensary improvements for accountability and vision.

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?

NO

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

No response provided by applicant

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?

NO

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

No response provided by applicant

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 6 of 12

B-3.1 First Name

James

B-3.2 Middle Name

Dario

B-3.3 Last Name

Koerner

B-3.4 Proposed Role

OWNER

B-3.5 Position/Title

Women's Health Advisor

B-3.6 Brief description of role

Advising patients on health concerns and creating metrics, policies, and educational materials for centered counseling.

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?

NO

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

No response provided by applicant

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?

NO

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

No response provided by applicant

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 7 of 12

B-3.1 First Name

Israel

B-3.2 Middle Name

Maxx

B-3.3 Last Name

Abramowitz

B-3.4 Proposed Role

OFFICER

B-3.5 Position/Title

Chief Operating Officer/COO

B-3.6 Brief description of role

Directing daily operations, reporting to CEO/CFO, and negotiating compliance and operating positions changes with oversight of sales, marketing, compliance, operations, R&D, and branding.

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?

NO

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

No response provided by applicant

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?

NO

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

No response provided by applicant

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 8 of 12

B-3.1 First Name

Nicholas

B-3.2 Middle Name

Todd

B-3.3 Last Name

Easley

B-3.4 Proposed Role

OWNER

B-3.5 Position/Title

Vice President of Dispensary Operations

B-3.6 Brief description of role

Will work with COO/Advisory Board to create and manage operational protocols and procedures. Oversight for daily operations, refining industry best practices, and strategizing.

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.

CannAscend Ohio, LLC 0 Davids Dr. & Olinger Cir. Wilmington Ohio 45177

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.

CannAscend Ohio, LLC 0 Davids Dr. & Olinger Cir. Wilmington Ohio 45177

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 9 of 12

B-3.1 First Name

Paul

B-3.2 Middle Name

No response provided by applicant

B-3.3 Last Name

Abramowitz

B-3.4 Proposed Role

OWNER

B-3.5 Position/Title

Chief Financial Officer

B-3.6 Brief description of role

Financial controls and reporting, oversight of accounting and compliance, development of financial metrics and SOPs.

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?

NO

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

No response provided by applicant

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?

NO

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

No response provided by applicant

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 10 of 12

B-3.1 First Name

Todd

B-3.2 Middle Name

Jeffrey

B-3.3 Last Name

Appelbaum

B-3.4 Proposed Role

OWNER

B-3.5 Position/Title

CEO

B-3.6 Brief description of role

Leading, motivating, and coordinating staff for financial/human resources goals. Building business capacity, brand, positively influencing Ohio's public and private medical marijuana industry, and manage rapid, paradigm-shifting industry changes, including regulation changes.

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?

NO

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

No response provided by applicant

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?

NO

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

No response provided by applicant

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 11 of 12

B-3.1 First Name

Benjamin

B-3.2 Middle Name

Walker

B-3.3 Last Name

Teekell

B-3.4 Proposed Role

PERSON EXERCISING SUBSTANTIAL CONTROL

B-3.5 Position/Title

Dispensary Compliance Control Manager

B-3.6 Brief description of role

Expert oversight of compliance, including updated laws and regulations. Will perform compliance audits, track regulations, attend events, and translate industry regulations.

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?

NO

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

No response provided by applicant

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?

NO

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

No response provided by applicant

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 12 of 12

B-3.1 First Name

Nathan

B-3.2 Middle Name

William

B-3.3 Last Name

Pingel

B-3.4 Proposed Role

PERSON EXERCISING SUBSTANTIAL CONTROL

B-3.5 Position/Title

Quality Assurance Manager

B-3.6 Brief description of role

Oversee and inspect incoming products and assess patient surveys

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?

NO

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

No response provided by applicant

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?

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

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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?

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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

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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?

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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?

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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?

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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?

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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_Property Title, Lease, or Option to Acquire Property Location - Canton.pdf**

NOTE: This applicant uploaded document is the next 50 page(s) of this document.

LEASE

BETWEEN

BUCKEYE PLAZA SHOPPING CENTER, LLC

LANDLORD

AND

LAAS HOLDINGS, LLC

TENANT



LEASE

THIS LEASE made and entered into at Canton, Ohio, this 15th day of November 2017, by and between the BUCKEYE PLAZA SHOPPING CENTER, LLC, an Ohio Limited Liability Company, ("Landlord") and LAAS HOLDINGS, LLC located at Kayne Law Group, Attn: Danny Kayne, 612 Park Street, Suite 100, Columbus, Ohio, 43215 ("Tenant").

ARTICLE 1
DEMISED PREMISES

In consideration of the rents and covenants herein stipulated to be paid and performed, Landlord hereby lets and leases unto Tenant, subject to the terms, covenants and conditions hereinafter specified, the premises described below (the "Premises") situated in the City of Canton, County of Stark and State of Ohio and being part of a certain shopping center (the "Shopping Center") known as the Buckeye Plaza and bounded by West Tuscarawas Street on the North, Raff Road on the West, Seventh Street on the South and Linwood Avenue on the East, which Shopping Center is owned by Landlord and is shown in the plot plan attached to this Lease as Exhibit "A" and incorporated herein by reference:

And being more particularly described as a free standing retail building, having 76 feet of frontage and 47 feet of depth and approximately 3,500 square feet including the drive thru lanes, with a know street address of 3504 Tuscarawas Street SW, Canton, Ohio, 44708, and being more particularly described on "Exhibit A" outlined in red attached hereto and made a part hereof.

ARTICLE 2
CONDITION OF PREMISES AND LANDLORD'S WORK

The Premises are leased and let subject to any state of facts which a physical inspection thereof might disclose and subject to all zoning regulations, restrictions, rules and ordinance, building restrictions and other laws and regulations, now or hereafter in effect, and, with respect to all structures and improvements located on or constituting part of the Premises, in their condition as of the date of the execution of this Lease and without representation or warranty of any kind.

ARTICLE 3
TERM

3.1 The term of this lease shall be for a period of ten (10) years commencing on the date provided in the next succeeding paragraph.

COMMENCEMENT OF TERM

3.2 The term of this Lease and Tenant's obligation to pay rent shall commence on March 1, 2018, or when Tenant opens for business, whichever shall first occur.

3.3 When the term of this Lease has commenced, Landlord and Tenant shall execute and exchange a writing indicating the commencement date.

ARTICLE 4

RENT

4.1 Tenant shall pay rental to Landlord without any demand therefore and without any deduction or setoff whatsoever, in the manner, at the times and in accordance with the following provisions of this Article 4.

4.2 Tenant shall pay to Landlord during the term of this Lease fixed rent (the "Fixed Rent") in accordance with the following schedule:

<u>PERIOD</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>
Years 1 thru 5	\$101,578.72	\$8,464.89
Years 6 thru 10	\$116,815.53	\$9,734.63

The monthly installments shall be paid on or before the first day of each calendar month during the term hereof in advance **(except that the monthly installment for the first calendar month shall be paid upon the execution hereof.)**

4.3 Any payment of Fixed Rent or Additional Rent not received by Landlord within Ten (10) days after the same is due shall be subject to a late charge of Five Hundred Dollars (\$500.00), which will be assessed each month that a payment is late, but only once per month for each late payment. Any such late charge will be first deducted from the next payment which Tenant makes to Landlord prior to the application of any amount paid by Tenant for monthly Fixed Rent or Additional Rent. In any event, Landlord need not accept any such late rental payment(s). The failure of Landlord to collect any late charge when due does not constitute a waiver of Landlord to collect these charges in the future from Tenant.

All checks tendered as payment must be good upon presentation to the bank upon which drawn. Landlord shall have the right to impose a bad check fee of One Hundred Dollars (\$100.00), if any check tendered by Tenant is returned for insufficient funds, and after the second incident of submission of a non-sufficient funds check the Landlord shall have the right to also thereafter require payment by cashier's check, money order, wire transfer, or automated monthly transfer from Tenant's bank account.

In addition to the Fixed Rent, Tenant shall pay to Landlord additional rent (the "Additional Rent") payable on demand consisting of all other sums, liabilities, and obligations which Tenant has agreed or is required to pay or discharge pursuant to this Lease including, but not by way of limitation, interest at the rate of one and one-half percent (1.5%) per month (or such lesser rate of interest as may be the maximum permitted by applicable law) on all overdue installments of Fixed Rent and on all overdue amounts of Additional Rent.

4.4 The term "Lease Year" as used in this Lease means each successive twelve (12) month period during the term hereof, with the first Lease Year beginning on the first day of the first full calendar month of the term hereof and ending on the last day of the twelfth (12th) month thereafter.

4.5 All rent due Landlord hereunder shall be paid in lawful money of the United States of America at Landlord's address as set forth below or at such other place or to such other person as Landlord from time to time may designate in writing.

ARTICLE 5 SECURITY DEPOSIT

Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a deposit in the amount of \$8,464.79, which deposit shall be held by Landlord as security against a default by Tenant under this Lease. The deposit shall not bear interest and may be applied by Landlord to cure any default by Tenant of any of the terms, covenants and conditions of this Lease. If Landlord shall apply part or all of the deposit toward curing a default of Tenant, Tenant shall immediately restore the full amount of the deposit. In the event of any bankruptcy proceedings by or against Tenant, it is hereby agreed that the deposit shall be deemed first applied to rent and other charges due to Landlord hereunder for the period prior to the commencement of such proceedings.

ARTICLE 6 COMMON AREAS AND THEIR USE

The term "Common Areas" as used herein means all areas, spaces, equipment, facilities, improvements and other items presently or in the future provided by Landlord for the common and joint use and benefit of Landlord, Tenant and the other tenants of the Shopping Center, their respective employees, agents, servants, customers and invitees and others, which Common Areas may include, but not by way of limitation, parking areas, access roads, driveways, entrances, exits, arcades, retaining walls, landscaped areas, loading docks, truck service ways and sidewalks. The Common Areas shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have full right and discretion from time to time to establish, modify and enforce reasonable rules and regulations with respect to the operation, maintenance and repair of the Common Areas, including, but not by way of limitation, the right to take all action, employ all



personnel and make all rules and regulations pertaining to lighting, cleaning, policing, designating of specific parking areas for motor vehicles of Tenant's employees and removing snow and ice (except for sidewalks contiguous to the Premises, which shall be Tenant's responsibility). Landlord shall have the right to close at any time or from time to time all or any part of the Common Areas for the purpose of making repairs or changes, preventing the acquisition of public rights thereto, discouraging non-customer parking or for any other purpose which Landlord may determine as necessary or appropriate. Tenant shall, upon written request, furnish to Landlord the license numbers of motor vehicles operated by Tenant's officers, agents and employees.

ARTICLE 7 COMMON AREA MAINTENANCE

7.1 Tenant shall pay to Landlord as Additional Rent Tenant's Pro-Rata Share (as defined below) of the cost of maintaining, lighting, repairing, resurfacing, insuring, altering, stripping, cleaning, removing snow and ice from, and otherwise attending to, the Common Areas.

TAXES AND INSURANCE PREMIUMS

7.2 Tenant shall pay to Landlord as Additional Rent Tenant's Pro-Rata Share (as defined below) of (i) the real estate taxes levied against the land and building of which the Premises are a part, (ii) the insurance premiums for fire and extended coverage insurance relating to the Premises and the remainder of the building of which the Premises are a part, and (iii) the public liability insurance premiums relating to the Shopping Center.

DEFINITIONS

7.3 As used herein, the term "real estate taxes" shall include any tax excise or assessment (other than an income or franchise tax) levied, assessed or imposed upon or against the rentals or other charges payable by Tenant hereunder, either as substitution for or in addition to any existing taxes on land and building or otherwise resulting from Tenant's use and occupancy of the Premises; and term "Tenant's Pro-Rata Share" shall mean (i) with respect to real estate taxes and fire and extended coverage insurance, a fraction having as its numerator the total number of square feet within the Premises and having as its denominator the total number of square feet within the Premises plus the remainder of the building of which the Premises are a part, and (ii) with respect to public liability insurance, a fraction having as its numerator the total number of square feet within the premises and its denominator the total number of square feet within all buildings comprising the Shopping Center. Tenant shall pay according to the schedule below towards Tenant's pro rata share of Real Estate Taxes, Insurance and Common Area Maintenance (the "CAM"):

	<u>ANNUAL</u>	<u>MONTHLY</u>	<u>P.S.F.</u>
Real Estate Taxes	\$12,364.00	\$1,028.85	\$4.25
Insurance	\$726.00	\$60.52	\$0.25
CAM	\$4,400.00	\$366.67	\$1.52



Landlord will bill Tenant bi-annually for the cost of the Real Estate Taxes, Insurance Premiums, and Common Area Maintenance after first paying such costs above, and if Tenant has over paid, a credit will be applied to the next billing period and if Tenant has under paid, the balance will be due and payable upon receipt of the invoice. If Tenant's escrow payments shall exceed the amount due for two (2) consecutive bi-annual periods, then Landlord shall reduce the amount of the escrow payment to the product of the amount due from Tenant for the most recent bi-annual period divided by six (6).

PAYMENT

7.4 Except for common area maintenance, the Additional Rent due hereunder shall be paid, in each case, without any deduction or setoff whatsoever, within ten (10) days after being billed therefore.

PARTIAL YEARS

7.5 The Additional Rent due hereunder shall be pro-rated with respect to any partial years at the commencement, expiration or termination of the term of this Lease.

ARTICLE 8

REPAIR AND MAINTENANCE TO THE PREMISES

8.1 Tenant shall, at its sole expense, keep and maintain the Premises (except for the items specified in the next sentence) and all improvements therein (including, without limitation, all glass, windows, doors, permitted exterior signs and lights, the exterior canopy lights, plumbing, electrical, heating, air conditioning and sewage equipment and facilities, interior walls, floors and ceilings and all items installed by Tenant) in good condition and repair, including replacements if necessary. Since the condition of the HVAC equipment is unknown the following shall apply to the unit. Tenant shall maintain the unit with seasonal maintenance of no less than three (3) times a year and pay for all maintenance of up to \$750.00 upon each occurrence. If Tenant is performing its seasonal service and the need for a Major Repair arises, a Major Repair shall be considered any repair above \$750.00, Tenant shall notify Landlord and Landlord shall have the option of paying the cost of the repair less the \$750.00 from the tenant or replacing the unit less \$750.00 from Tenant. Landlord shall maintain the exterior walls (but not glass and exterior doors) and the roof, unless the need for repair arises as a result of damage caused by Tenant, its employees, agents or invitees, in which case the cost of such repairs shall be paid by Tenant. If Tenant refuses or neglects to repair and maintain the Premises as provided herein, then Landlord may (but shall not be obligated to) make such repairs without liability to Tenant for any loss or damage that may be incurred to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof, and the cost of such repairs shall constitute Additional Rent hereunder and shall be immediately due and payable.

8.2 Tenant shall keep the Premises, including equipment, facilities and fixtures therein, at Tenant's expense, clean, neat and in good order, repair and condition (including all necessary

painting and decorating), and, at Tenant's expense, shall keep all glass, including that in windows, doors and skylights, clean and in good condition and shall replace any glass which may be damaged or broken with glass of the same quality.

ARTICLE 9
PURPOSE AND MANNER OF USE

9.1 Tenant covenants and agrees that the leased premises shall be used and occupied solely for the contemplated use as an Ohio Licensed Medical Marijuana Dispensary operated under Ohio Revised Code 3796. The leased premises shall not be used in any manner or occupied for any purpose contrary to Ohio law or the rules and/or regulations of any public authority or in any manner deemed a fire hazard. It is specifically noted that the contemplated use is for an Ohio Licensed Medical Marijuana Dispensary operated under Ohio Revised Code 3796. Tenant will not use or permit the use of the Premises for any other business or purpose whatsoever. Tenant shall not operate or permit the operation on the Premises without the prior written consent of Landlord, of any coin operated vending machine or similar device including, but not by way of limitation, pay lockers, pay telephones, amusement devices and machines for the sale of foods, beverages, cigarettes or similar items.

9.2 Tenant shall use and occupy the Premises in a careful, safe and proper manner and shall comply with all governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or the use thereof, to the extent that it is Tenant's obligation hereunder to maintain the condition of the Premises. Tenant shall obtain, maintain in full force and effect and pay all fees and charges levied, assessed or charged by any governmental authority in connection with any licenses, permits or consents of any kind required with respect to the use or occupancy of the Premises. Tenant shall not commit or permit to be committed any waste upon the Premise and shall not use or permit the Premises to be used for any unlawful purpose or in any manner which will affect the coverage provided by or result in the invalidation or in an increase in the premiums of, the fire insurance maintained by Landlord, or which will disturb other tenants or constitute a nuisance. Tenant shall not conduct any auction, fire or bankruptcy sale on the Premises, shall not display merchandise outside the Premises and shall not obstruct the sidewalks adjacent to the Premises. Tenant shall store in the Premises only such merchandise as is to be offered for sale at retail within a reasonable time after receipt thereof; shall store all trash and refuse in appropriate containers within the Premises and attend to the daily disposal thereof in the manner designated by Landlord; shall keep all drains inside the Premises open; shall clean the snow and ice and any refuse from the sidewalks contiguous to the Premises; and shall have all deliveries and pickups made to the rear of the Premises. Tenant shall install and set a timing device to turn on the exterior canopy lights at dusk each evening and to remain on until midnight of each evening.

ARTICLE 10
CONDUCT OF BUSINESS



At all times during the term hereof, Tenant shall actively operate its business in and from the Premises in a high-grade and reputable manner. Tenant shall keep the Premises open for business during the entire term hereof and shall not permit the Premises or any part thereof to become vacant.

ARTICLE 11
UTILITIES

11.1 Tenant shall pay promptly when due charges for all utility and communication services furnished to the Premises during the term hereof including, but not by way of limitation, heat, gas, electricity, water and sewer charges and telephone. Landlord shall have the right at any time to sub meter or otherwise equitably allocate any utility used or consumed on the Premises, in which case Landlord shall bill Tenant and Tenant shall pay to Landlord (at retail rates) all amounts involved within ten (10) days after receipt of billing without any deduction or setoff whatsoever.

11.2 If Tenant shall fail to promptly pay any utility or communication charge for service (whether or not such charge is billed directly by the utility or by Landlord), Landlord may, but shall not be obligated to pay such charge, and the sums so paid and any expenses incurred by Landlord in connection therewith shall be deemed to be Additional Rent immediately due and payable by Tenant.

11.3 If Tenant shall fail to promptly pay any utility service charge for which Landlord has billed Tenant or fails to pay within ten (10) days after the due date thereof any Fixed Rent, Percentage Rent or Additional Rent, Landlord shall have the right, in addition to any other remedies available to Landlord by the terms of this Lease or at law, to cut off and disconnect any and all utilities billed by Landlord during the period for which such rent or utility bills remain unpaid.

11.4 Landlord shall not be liable for damages nor shall the rent hereinabove stipulated be abated on account of any failure of utility service when such failure is not due to the negligence of Landlord.

ARTICLE 12
ACCESS TO PREMISES BY LANDLORD

Landlord shall have free access to the Premised at all reasonable times for the purpose of examining the Premises or making any alterations, repairs or improvements thereto which Landlord may deem necessary for their safety or preservation, or for the purpose of examining or making any alterations, repairs or improvements to items passing over, under, along or through the Premises which serve or are connected with any other part of the Shopping Center. No action taken by Landlord in or upon the Premises in connection with the foregoing shall constitute an eviction of Tenant in whole or in part, and the rent reserved by this Lease shall not abate while any such repairs, alterations or improvements are being made, notwithstanding any loss or interruption of the business of Tenant. Nothing contained herein, however, shall be deemed or construed to impose



upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the Premises or any part thereof except as otherwise specifically provided by this Lease. During the last six (6) months of this term hereof, Landlord and Landlord's agents and invitees may enter the Premises at any reasonable time for the purpose of exhibiting the Premises to prospective tenants.

ARTICLE 13
ADDITIONS TO SHOPPING CENTER

Landlord reserves the right, in Landlord's sole discretion, to expand the Shopping Center from time to time by adding more land, buildings or improvements thereto, by constructing more buildings and improvements on any existing or additional land or by altering or adding to the presently existing buildings or improvements.

ARTICLE 14
INSURANCE

14.1 Tenant shall at all times maintain, at its expense, insurance on the Premises of the following character:

- (a) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and the adjoining sidewalks and passageways, such insurance to afford protection of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to bodily injury or death to any one person, not less than One Million Dollars (\$1,000,000.00) with respect to any one accident, and not less than One Hundred Thousand Dollars (\$100,000.00) with respect to property damage
- (b) Workmen's compensation insurance covering all persons employed in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against Landlord, Tenant or the Premises, or in lieu of such Workmen's Compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the Ohio Industrial Commission.
- (c) Plate glass insurance covering all exterior plate glass in the Premises or Tenant may self-insure the plate glass.

Such insurance shall be written by companies of recognized financial standing which are authorized to conduct insurance business in Ohio, and such insurance shall name as the insured parties there under Landlord and Tenant, as their interests may appear.



14.2 Tenant shall deliver to Landlord promptly after the execution and delivery of this Lease the original or duplicate policies or certificates of the insurers, satisfactory to Landlord, evidencing the insurance which is required to be maintained by Lessee hereunder, and Tenant shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Should tenant fail to effect, maintain or renew any insurance provided for in this Article, or to pay the premiums therefore, or to deliver to Landlord any of such policies or certificates, then and in any said events Landlord, at Landlord's option, but without obligation so to do, may upon five (5) days' notice to Tenant, procure such insurance, and any sums expended by Landlord to procure such insurance shall be deemed to be Additional Rent immediately due and payable by Tenant.

ARTICLE 15 WAIVER OF SUBROGATION

Provided the following provisions of this Article do not result in the invalidation of, or an increase in the premiums payable under, the policies of fire and/or extended coverage or other insurance covering the Premises or the contents thereof, Landlord and Tenant agree that in the event the Premises or its contents are damaged or destroyed by any of the perils covered by fire and/or extended coverage insurance or other insurance policies of the parties, the rights, if any, of any party against the other, their officers, agents, servants and employees, with respect to such damage or destruction, are hereby waived to the extent of any proceeds received under any such policies, notwithstanding the fact that such damage or destruction shall be due to the negligence of any or all of the parties in whose favor this provision operates. If the premiums paid by either party for any such insurance policies are increased by reason of the foregoing provisions, the parties may (but shall not be required to) pay such increase in order to preserve in full force and effect the foregoing provisions.

ARTICLE 16 CASUALTY

16.1 Tenant shall promptly notify Landlord in writing of any damage to or destruction of the Premises for any cause whatsoever.

16.2 If the Premises shall be damaged or injured by any cause covered by Landlord's insurance, but not in such manner as to render more than twenty-five percent (25%) of the Premises unfit for Tenant's occupancy, Landlord shall effect the repair thereof as promptly as reasonably possible, delays beyond Landlord's control excepted, and this Lease shall remain in full force and effect. Under no circumstances shall Landlord be required to replace or repair Tenant's stock in trade, fixtures, furniture, furnishings, equipment, leasehold improvements or other such items.

16.3 If the Premises shall be damaged or destroyed by any cause which is not covered by Landlord's insurance, or in such a manner as to render more than twenty-five percent (25%) of the Premises unfit for Tenant's occupancy contemplated hereby and if within forty-five (45) days after

receipt by Landlord of written notice of such damage or destruction Landlord fails to notify Tenant in writing of its election to repair the Premises for Tenant, this Lease shall as of 12:00 midnight on the last day of said forty-five (45) day period be deemed terminated, and Landlord and Tenant shall thereupon be released from any further liability hereunder, except, Tenant shall remain liable for all obligations and liabilities under this Lease, actual or contingent, which have arisen on or prior to such date of termination, including, but not by way of limitation, Tenant's liability for the payment of the Fixed Rent. In the event that Landlord elects within said forty-five (45) day period to repair and restore the Premises and proceeds to repair and restore the Premises promptly as reasonably possible, delays beyond Landlord's control excepted this Lease shall remain in full force and effect.

16.4 If more than twenty-five percent (25%) of the rentable area of the Shopping Center or more than twenty-five percent (25%) of the Common Areas of the Shopping Center shall be damaged or destroyed by any such cause, notwithstanding that the Premises may be unaffected by such damage or destruction, Landlord shall have the right, to be exercised by notice to Tenant within forty-five (45) days after said occurrence to elect to terminate this Lease, which termination shall be effective ninety (90) days after said occurrence, and Landlord and Tenant shall thereupon be released from any further liability hereunder, except Tenant shall remain liable for all obligations and liabilities under this Lease, actual or contingent, which have arisen on or prior to such date of termination, including, but not by way of limitation, Tenant's liability for the payment of Fixed Rent and Additional Rent.

16.5 If during the period following any damage to or destruction of the Premises, Tenant shall be deprived of the occupancy of any portion of the Premises, the Fixed Rent payable hereunder shall proportionately adjusted corresponding to the time during which and to the portion of the Premises of which Tenant shall be deprived.

ARTICLE 17 CONDEMNATION

17.1 If at any time during the term of this Lease the entire Premises shall be appropriated or taken by virtue of condemnation, eminent domain or other similar proceedings pursuant to any law, this Lease shall terminate as of the date of such taking.

17.2 If at any time during the term of this Lease more than twenty-five percent (25%) (but less than all) of the Premises shall be appropriated or taken by virtue of condemnations, eminent domain or other similar proceedings pursuant to any law, and such taking renders the remainder of the Premises unsuitable, in the reasonable judgment of Tenant, for Tenant's use, Tenant shall have the right to terminate this Lease as of the date of such taking by giving Landlord notice in writing of such election within thirty (30) days after the receipt by Tenant of notice that the Premises are to be so appropriated, taken or condemned; and if Tenant does not elect to terminate this Lease within said thirty (30) day period, Landlord shall have the right to terminate this Lease as of the date of such taking by giving Tenant notice in writing of such election within fifteen (15) days following the end of said thirty (30) day period.



17.3 If at any time during the term of this Lease more than twenty-five percent (25%) of the rentable area of the Shopping Center of more than twenty-five percent (25%) of the Common Area of condemnation, eminent domain or other similar proceedings pursuant to any law, Landlord shall have the right (notwithstanding the fact that the Premises may be unaffected by such taking) to terminate this Lease as to the date of such taking by giving Tenant notice in writing of such election within thirty (30) days after the receipt by Landlord of notice that such portion of the Shopping Center and/or Common Areas are to be so appropriated, taken or condemned.

17.4 In the event of any termination of this Lease pursuant to the provisions of this Article, Landlord and Tenant shall thereupon be released from any further liability hereunder, except Tenant shall remain liable for all obligations and liabilities under this Lease, actual or contingent, which have arisen on or prior to such date of termination, including, but not by way of limitation, Tenant's liability for the payment of the Fixed Rent and Additional Rent.

17.5 In the event of any taking of the Premises as herein before provided, whether in whole or in part, Landlord shall receive the full amount of any award, as damages or otherwise, for such taking, and Tenant shall not be entitled to any part of such award or have any right to contest or appeal such award; provided, however, that Tenant shall have the right to claim and recover from the taking authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any cost or loss to Tenant in removing Tenant's merchandise, fixtures and equipment, so long as such claim shall not adversely affect the amount or payment of the award made to or to be made to Landlord or the proceedings relative thereto.

17.6 If in the event of a partial taking of the Premises neither party exercises its aforementioned rights and options, if any, to terminate this Lease or if notwithstanding such partial taking the parties have no rights or options to terminate this Lease, Landlord shall promptly (but subject to delays beyond Landlord's control) repair such damage to the Premises as shall have been caused by such partial taking to a condition substantially comparable in design and function to their condition immediately prior to the time of such taking, less the portion lost in the taking. Until the completion of such repair, and for the remainder of the term of this Lease, the Fixed Rent payable hereunder shall be proportionately adjusted.

ARTICLE 18

ALTERATIONS AND IMPROVEMENTS

18.1 Tenant shall make no alterations or improvements in or to the Premises without the prior written consent of Landlord, and Tenant shall not be deemed to be the agent of Landlord with respect to any contracts entered into or work done regardless of such consent. Tenant shall indemnify Landlord against any and all mechanics' liens or other liens or claims in connection with the making of any permitted alterations or improvements and shall pay when due all costs, expenses and charges therefore.



18.2 All alterations or improvements, including, but not by way of limitation, heating, air conditioning and similar equipment (whether or not made or installed with the prior written consent of Landlord) and floor coverings, shall be and remain part of the Premises and the property of Landlord and subject to this Lease; but personal property and removable trade fixtures of tenant shall not be deemed to become a part of the Premises and the property of Landlord unless so affixed to the Premises that their removal will, in the reasonable judgment of Landlord, substantially damage the Premises.

18.3 All personal property and fixtures placed in or about the Premises shall be at Tenant's own risk. Tenant shall be responsible for and shall pay when due and payable all municipal, county, state or other taxes assessed during the term of this Lease against any improvements or alterations made by Tenant to the Premises or against any personal property or fixtures placed by Tenant in, upon or about the Premises.

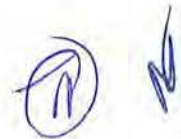
18.4 Provided Tenant shall have fully performed all of Tenant's obligations under this Lease, Tenant may, at the expiration or other termination of this Lease, remove all of its personal property and trade fixtures permitted to be removed, but any and all damage to the Premises resulting from or caused by such removal shall be promptly repaired by Tenant at Tenant's expense. If at the expiration or other termination of this Lease, Tenant fails to remove any personal property, trade fixtures or other property herein permitted to be removed, such property and fixtures shall be deemed abandoned by Tenant and shall become the property of Landlord, and Landlord may thereafter cause such property to be removed from the Premises and disposed of, with the costs of any such removal being borne by Tenant.

ARTICLE 19 SIGNS

Tenant shall not place any signs, lettering, awnings or advertising material of any kind on the exterior walls or doors or in or on the windows of the Premises without the prior written consent of Landlord, Landlord shall have the sole right to determine all specifications, including size, area, location, decor and type of signs. The sign that is placed on the façade of the building must be individual letters mounted on a raceway. Tenant, at Tenant's sole cost, shall (i) obtain required governmental permits for, and maintain in good condition and repair at all times, any such sign, lettering, awning or advertising matter as may be approved by Landlord, and (ii) remove any such item at the expiration or termination of the term hereof and repair any damage to the Premises resulting there from. Tenant shall pay the cost to replace and install new panels in the pylon sign advertising Tenant's business. Tenant shall pay its pro-rata share of the cost to maintain the pylon sign.

ARTICLE 20 ASSIGNMENT, ETC.

20.1 If Tenant intends to assign its interest in this Lease or to sublet all or a substantial part of the Premises, Tenant shall give Landlord ninety (90) days notice prior to the intended



assigning or subletting, specifying therein the date of such intended assigning or subletting and the name of the intended assignee or sub lessee. Thereafter, Landlord may, by giving Tenant notice within sixty (60) days after receipt of such notice from Tenant, cancel this Lease effective as of the date specified in such notice from Tenant as the day for assigning or subletting or as of the last day of said ninety (90) day notice period, whichever date is later. If Landlord does not cancel this Lease, Tenant may proceed with the intended assigning or subletting described in its notice, provided that such assignee or sub lessee shall not change the use of the demised premises and shall be bound by all of the terms and provisions of this Lease, and Tenant shall not be released from any of its obligations hereunder. Any transfer by operation of law (in connection with a merger, consolidation, reorganization, bankruptcy or otherwise) shall be deemed included in the terms "assign" and "sublet" for the purposes of this provision.

20.2 In the absence of compliance with this provision, no attempted assigning or subletting or other transfer shall be of any force or effect whatsoever.

ARTICLE 21 SUBORDINATION

Tenant hereby waives the priority of Tenant's interest in the Shopping Center arising by virtue of this Lease and subordinates its interest to any mortgage lien or lien resulting from any method of financing or refinancing which may become necessary or desirable to Landlord from time to time, and Tenant, upon demand of Landlord, shall execute at any and all times such instruments as may be required by any prospective mortgagee or lien holder in order further to effectuate this waiver of priority and subordination of Tenant's interest. If Tenant fails to execute any such instruments within five (5) days after submission to Tenant, Landlord is hereby authorized to execute such instruments as attorney-in-fact for Tenant.

ARTICLE 22 DEFAULT

22.1 Any one of the following occurrences or acts shall constitute an Event of Default under this Lease: (a) Tenant, at any time during the continuance of this Lease (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity or before an administrative tribunal, which have or might have the effect of preventing Tenant from complying with the terms of this Lease) (i) fails to make any payment of Fixed Rent and such failure shall continue for five (5) days after any such payment has become due, (ii) fails to make any payment, immediately upon demand therefore, of Additional Rent or other sum herein required to be paid by tenant, (iii) fails to observe or perform any other provision hereof for five (5) days after Landlord shall have delivered to Tenant notice of such failure, or (iv) receives two or more notices within any twelve (12) month period of an Event of Default under this Lease (irrespective of whether or not the defaults have been cured and irrespective of whether the notices pertained to the same or different defaults); (b) Tenant or any guarantor of this Lease files a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal



or state bankruptcy law or under any similar federal or state law, or is adjudicated a bankrupt or insolvent or makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due, or a petition or answer proposing the adjudication of Tenant as a bankrupt or its reorganization under any present or future federal or state bankruptcy law or any similar federal or state law is filed in any court; (c) a receiver, trustee or liquidator of Tenant or of all or substantially all of the assets of Tenant or of the Premises is appointed in any proceeding brought by Tenant, or any such receiver, trustee or liquidator is appointed in any proceeding brought against Tenant, or Tenant consents to or acquiesces in such appointment; (d) Tenant's interest in the Premises by virtue of this Lease or any of Tenant's assets is seized under a levy of execution or attachment; or (e) it is disclosed that Tenant made misrepresentations to Landlord in connection with its entering into this Lease.

22.2 This Lease and the term and estate hereby granted are subject to the limitation that whenever an Event of Default shall have occurred, Landlord may, at Landlord's election and without notice or resort to legal process, with or without declaring the term of this Lease ended, re-enter and take possession of the Premises immediately and remove all persons and their property there from and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and do such further acts as may be necessary and advisable to recover immediate possession of the Premises, without being deemed guilty in any manner of trespass and without releasing Tenant from its obligation to pay the Fixed Rent and Additional Rent reserved hereunder, and Tenant shall indemnify Landlord against and shall reimburse Landlord for, all loss of rent and other damages and expenses which Landlord may incur by reason of Tenant's default. Landlord may also re-enter as herein provided, or take possession pursuant to law, and may, from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and Landlord may relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms, covenants and conditions as Landlord in Landlord's sole discretion may deem advisable without in any manner releasing Tenant from the obligations of this Lease or entitling Tenant to any setoff whatsoever against any monies due Landlord from Tenant for any reason. Notwithstanding any such reletting without termination, Landlord may at any time elect to terminate this Lease for such previous default. Any steps taken by Landlord pursuant to the foregoing shall be without prejudice to, and shall not be exclusive of, any other remedies or damage, which may be available to Landlord.

22.3 Tenant hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds, (a) any right and privilege which it or any of them may have under any present or future constitution, statute or rule of law to redeem the Premises or to have a continuance of this Lease after its termination by order or judgment of any court, by any legal process or writ or under the terms of this Lease, and (b) the benefits of any present or future constitution, statute or rule of law which exempts property from liability for debt or for distress of rent.

22.4 In the event Tenant shall be in default in the performance of any of its obligations under this Lease, and an action shall be brought for the enforcement thereof in which it shall be



determined that Tenant was in default, Tenant shall pay to Landlord all the expenses incurred in connection therewith including reasonable attorneys' fees. In the event Landlord shall, without fault on Landlord's part, be made a party to any litigation commenced against Tenant, and if Tenant, at its expense, shall fail to provide Landlord with counsel approved by Landlord, Tenant shall pay all costs and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

ARTICLE 23
RIGHT TO CURE DEFAULT

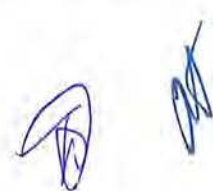
Landlord shall have the right (but shall not be obligated) to pay any sums of money or do any acts or incur any expenses, including reasonable attorneys' fees, by reason of the failure of Tenant to perform or observe any of Tenant's obligations under this Lease, and the sums so paid and expenses so incurred by Landlord, together with all interest, costs and damages, shall be deemed to be Additional Rent immediately due and payable by Tenant to Landlord without any deduction or setoff whatsoever.

ARTICLE 24
LIENS

Tenant shall not, directly or indirectly, create or permit to be created or to remain and will promptly discharge, at its expense, any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Premises or any part thereof or Tenant's interest therein or the Fixed Rent or Additional Rent payable under this Lease, other than any mortgage, lien, encumbrance or other charge created by or resulting from any act of Landlord. Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, expressed or implied, of any contractor, subcontractor, laborer, material man or vendor to or for the performance of any labor or services or the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Premises or any part thereof. Notice is hereby given that Landlord will not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding the Premises or any part thereof through or under Tenant, and no mechanics' or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to the Premises.

ARTICLE 25
INDEMNIFICATION

Tenant agrees to protect, indemnify and save harmless Landlord from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses of Lessor's), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from (a) any injury to or the death of any person or any damage to property on the Premises or upon



adjoining sidewalks or in any manner growing out of or connected with the use, non-use, condition or occupancy of the Premises or any part thereof or resulting from the condition thereof or of the adjoining sidewalks, and (b) any violation by Tenant of any term, covenant or condition of this lease, of any contracts or agreements to which Tenant is a party and of any restrictions, statutes, laws, ordinances or regulations affecting the premises or any part thereof or the ownership, occupancy or use thereof.

ARTICLE 26
NON-LIABILITY

Landlord shall not be liable for any loss, injury or damage to any persons or to Tenant's business or property, or property of others, nor shall Landlord be considered to be in default hereunder on account of any such loss or damage resulting from any cause whatsoever, including, but not by way of limitation, fire, explosions, falling plaster, electrical shorts, rain, snow, steam or gas leaks from any pipes, appliances, plumbing or from the roof, street or sub-surface unless (a) the need of repair or the cause of the damage represents an item Landlord has covenanted hereunder to repair or replace, (b) Landlord has received written notice from Tenant of the need for repair or replacement of such item, and (c) Landlord has failed within a reasonable time subject to delays beyond Landlord's control, to repair or replace such item; nor shall Landlord be liable for acts (including theft) or negligence of any tenants or occupants of the Shopping Center or any other persons. All Common Areas which Tenant may be permitted to use hereunder are to be used and occupied under a revocable license, and if any such license is revoked, or if the amount of such areas is diminished, Landlord shall not be subject to any liability therefore nor shall Tenant be entitled to any compensation or diminution or abatement of any rent, nor shall such revocation or diminution or such areas be deemed a constructive eviction.

ARTICLE 27
ATTORNTMENT

Tenant shall, in the event any proceedings are brought for the foreclosure of (whether by judicial sale or otherwise), or in the event of the exercise of the power of sale under, any mortgage made by Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize any such purchaser as Landlord under this Lease.

ARTICLE 28
OFFSET

Within ten (10) days after request therefore by Landlord, Tenant shall deliver to any proposed mortgagee or purchaser, or to Landlord, in recordable form, a certificate certifying that this Lease is in full force and effect and there are no defenses or offsets thereto, or stating any claims by Tenant.



ARTICLE 29
ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than the Fixed Rent or Additional Rent herein stipulated shall be deemed to be other than on account of the earliest rent due, and no endorsement or statement on any check or any letter accompanying a check for payment of rent shall be deemed an accord and satisfaction, and Landlord's right to recover the balance of such rent or to pursue any other remedy available to Landlord shall remain.

ARTICLE 30
NO PARTNERSHIP

Landlord is not in any way, at any time or for any purpose a partner of Tenant in the conduct of Tenant's business, or otherwise, or a joint venturer or member of a joint enterprise with Tenant in regards to Tenant's business, and the provisions of this Lease relating to the Percentage Rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

ARTICLE 31
HOLDOVER

If Tenant shall remain in possession of the Premises after the expiration of the term of this Lease, no action by Landlord, by accepting rent or otherwise, shall be construed as recognition by Landlord of a continuing tenancy or as creating a renewal term of the same duration as the term of this Lease or a tenancy from year to year or month to month, but any continuing occupancy shall be deemed to be a tenancy from day to day only, governed in all things, except as to the term, by the provisions of this Lease except that Fixed Rent shall be at a monthly rental of one and one-half times the rate which had been in effect in the last month of the term from which Tenant is holding over.

ARTICLE 32
RELEASE

In the event of any sale of, or other transfer of title to, the Premises, Landlord (and in case of any further sale or transfer, and then seller or transferor) shall be automatically released from any and all further obligations to Tenant under this Lease, though such release shall in no way affect any rights, claims or causes of action which Landlord may have against Tenant. Tenant shall, in the event of any such sale or other transfer of title, recognize any purchaser or transferee as the new Landlord under this Lease.

Two blue ink signatures are located in the bottom right corner of the page. The first signature is a circular scribble, and the second is a more elongated, stylized mark.

ARTICLE 33
QUIET ENJOYMENT

If and so long as Tenant shall observe and perform all the terms, covenants and obligations required by it to be observed and performed hereunder, Landlord warrants peaceful and quiet occupation and enjoyment of the Premises by Tenant; provided, that Landlord and Landlord's agents may enter upon and examine the Premises as provided elsewhere in this Lease.

ARTICLE 34
NOTICES

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if (a) with respect to Tenant, sent by registered or certified mail, postage prepaid, addressed to Tenant at the premises 3504 Tuscarawas Street West, Canton, Ohio 44708, and at LAAS HOLDINGS, LLC, C/O Kayne Law Group, Attn: Danny Kayne, 612 Park Street, Suite 100, Columbus, Ohio, 43215, and (b) with respect to Landlord, sent by registered or certified mail, postage prepaid, addressed to Landlord at 2555 - 34th Street, N.E., Canton, Ohio 44705. Landlord and Tenant shall each have the right from time to time to specify as their or its address for purposes of this Lease any other address upon giving written notice thereof to the other party in the manner set forth in this Article.

ARTICLE 35
SURRENDER

Upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord in the same good order and condition in which the Premises were originally received from Landlord at the commencement of this Lease, except as repaired or altered as provided in or required by a provision of this Lease. Tenant shall remove from the Premises on or prior to such expiration or earlier termination all property situated thereon which is not owned by Landlord, and, at its expense, shall, on or prior to such expiration or earlier termination, repair any damage caused by or resulting from such removal. Property not so removed shall become the property of Landlord, and Landlord may thereafter cause such property to be removed from the Premises and disposed of, but the cost of any such removal and resulting damage shall be borne by Tenant.

ARTICLE 36
BROKER

Tenant represents and warrants that Tenant has not had contact or dealt with any broker or broker's representative in connection with the Premises of this Lease.

ARTICLE 37
SEVERABILITY

Each and every covenant and agreement contained in this Lease is, and shall be construed to be, a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Landlord shall not discharge or relieve Tenant from its obligations to perform each and every covenant binding upon Tenant. If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be enforced to the extent permitted by law.

ARTICLE 38
BINDING EFFECT

All of the terms, covenants and conditions contained in this Lease shall be binding upon the respective heirs, personal representatives, successors and assigns of Landlord and Tenant and shall inure to the benefit of the successors and assigns of Landlord and the permitted heirs and assigns of Tenant to the same extent as if each such person or entity were in each case named as a party to this Lease; provided, however, that this Lease shall not be binding on Landlord or its successors if Landlord has been released from its obligations under this Lease.

ARTICLE 39
MISCELLANEOUS

39.1 The individuals signing this Lease on behalf of Tenant represent and warrant that they have the requisite power and authority to bind Tenant.

39.2 This Lease may not be changed, modified or discharged except by a writing signed by Landlord and Tenant.

39.3 This Lease shall not be recorded, but a memorandum thereof may be recorded by either party.

ARTICLE 40
TITLES

The titles to the various provisions of this Lease have been inserted for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Lease.

ARTICLE 41
GOVERNING LAW

The Lease shall be governed by and interpreted under the laws of the State of Ohio.

ARTICLE 43
LIABILITY OF LANDLORD

If Landlord shall fail to perform any covenant, term, or condition of this Lease upon Landlord's part to be performed and as a consequence of such default Tenant claims a right to damages, Tenant shall have the right to commence a lawsuit against the Landlord in Stark County, Ohio. In the event Tenant recovers a money judgment against Landlord, Landlord shall have the amount of time provided by the applicable appellate rules to pay or appeal the judgment. In the event Landlord does not pay or appeal any such judgment within such period, Tenant may proceed with its post-judgment remedies; provided, however, such judgment shall be satisfied only out of the right, title, and interest of Landlord in the Premises, and Landlord shall not be liable for any deficiency between the judgment and the proceeds recovered by Tenant out of such proceeds of the Premises. In no event shall Tenant have any right whatsoever to any property of Landlord other than Landlord's interest in the Premises, whether through post-judgment remedies or otherwise.

ARTICLE 42
OPTION TO RENEW

Tenant, but not any sub-tenant, shall have the right and option to renew the term of this Lease for one (2) Option Periods of five (5) years, provided that (i) this Lease shall not have been sooner terminated pursuant to the terms hereof, (ii) Tenant shall exercise each option by notice thereof to Landlord One Hundred Eighty (180) days prior to the commencement of the option which is the subject of the notice and (iii) Tenant shall not have the right to extend the term for the option period unless this Lease is in full force and effect during the entire Term and (iv) Tenant is not then in rental, monetary or other default under this Lease. During the renewal period the rights and obligations of Landlord and Tenant shall be governed by the same terms, covenants, and conditions applicable to the original Term except that (i) no further renewal option shall apply, and (ii) the insurance cost, real estate tax costs and the common area maintenance costs will be adjusted and paid on a monthly basis, to reflect the then current costs of these expenses and (iii) the Fixed Rent for each Lease Year during the renewal period shall be increased as follows:

<u>Option Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Option 1 (Years 11-15)	\$134,337.86	\$11,194.82
Option 2 (Years 16- 20)	\$154,488.54	\$12,874.05



ARTICLE 43
OPTION TO CANCEL

Tenant shall have the option to cancel this Lease only if the State of Ohio, Medical Marijuana Control Program does not grant the Tenant a Medical Marijuana Dispensary License for the leased premises on or before April 30, 2018.

WARNING – NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE BY SIGNING THIS LEASE YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR OR LANDLORD WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

The parties hereto have caused this instrument to be signed at the place and on the day and year first above written.

Landlord: BUCKEYE PLAZA SHOPPING CENTER, LLC

By 
Richard Altman, Manager

By 
Louis Altman, Manager

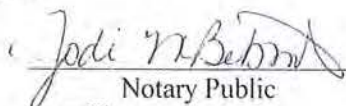
Tenant: LAAS HOLDINGS, LLC

By 
, its Manager 

STATE OF OHIO)
) SS:
COUNTY OF STARK)

Before me, a Notary Public in and for said State and County, personally appeared the above-named Buckeye Plaza Shopping Center, LLC, an Ohio Limited Liability Company, by Richard Altman and Louis Altman, its Managers, who acknowledged that they did sign the foregoing instrument on behalf of said limited liability company and that the same is the free act and deed of said limited liability company and their free act and deed personally and as such managers.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Canton, Ohio, this 15th day of November 2017.


Notary Public

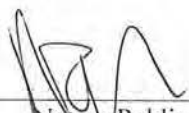
STATE OF OHIO)
) SS:
COUNTY OF _____)



JODI M. BEBOUT
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 12/17/2017

Before me, a Notary Public in and for said State and County, personally appeared the above named LAAS HOLDINGS, LLC by Todd Appelbaum, its Manager, who acknowledged that he did sign the foregoing instrument on behalf of said limited liability company and that the same is his free act and deed personally and as such manager.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Clark County, Ohio, this 15 day of November 2017.
Nevada


Notary Public

State of Nevada
County of Clark

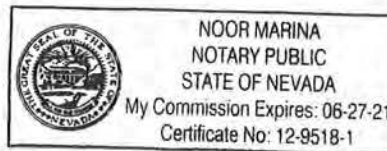




EXHIBIT A

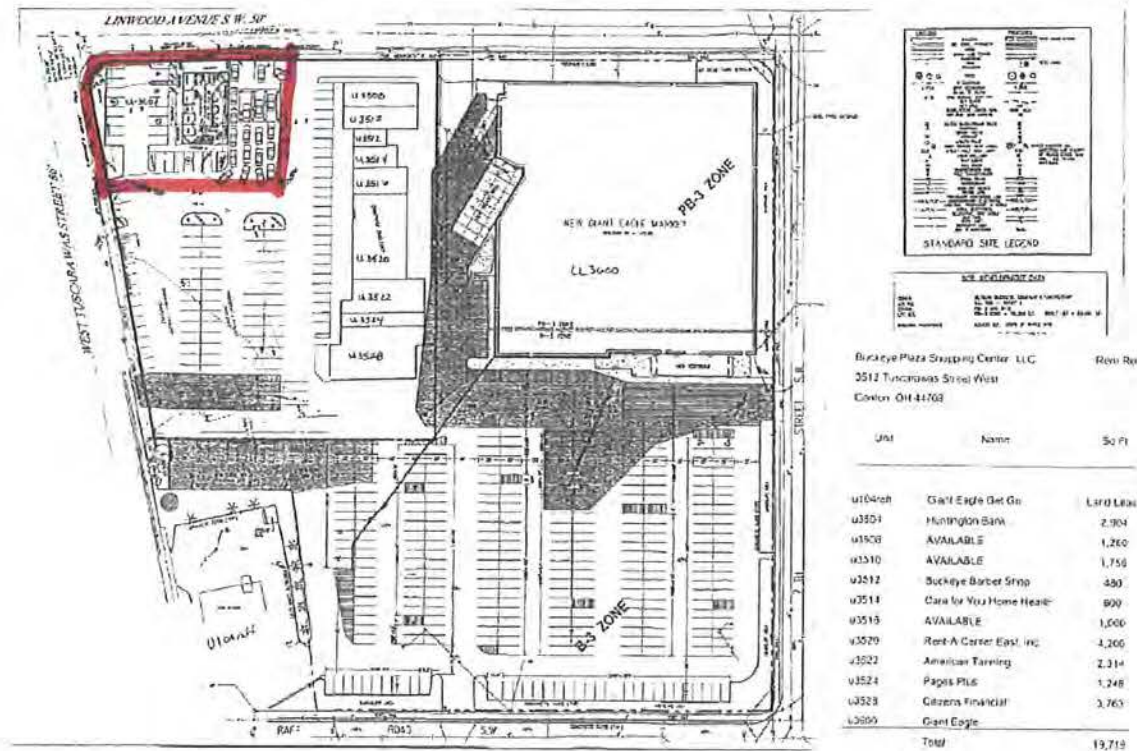


EXHIBIT A

[Handwritten signatures]

Landlord Acknowledgment - Lease Conditional Upon Award of License

Buckeye Plaza Shopping Center, LLC

3504 Tuscarawas Street West
Canton, Ohio 44708

Parcel ID # 247983

LAAS Holdings, LLC

Attn: Kayne Law Group, Danny Kayne, C/O LAAS Holdings, LLC
612 Park Street, Suite 100
Columbus OH 43215

(614) 679-8931

9 November, 2017

To Whom it May Concern:

Buckeye Plaza Shopping Center, LLC, by its authority as property owner of the above-mentioned property, acknowledges and consents that this lease is contingent upon the award of a provisional license to the future sublessee designated by the lessee for operation of a medical marijuana dispensary facility in the state of Ohio.

Sincerely,

Property Owner:

Property Tenant:

Date:

Date:



JODI M. BEBOUT
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 12/17/2017

A handwritten signature in blue ink, appearing to read "Jodi M. Bebout", written over a horizontal line.

(Notary Public)

Landlord Acknowledgment - Use as a Medical Marijuana Dispensary

Todd Appelbaum
Attn: Kayne Law Group, Danny Kayne
C/O LAAS Holdings, LLC / Pura Ohio, LLC
612 Park Street, Suite 100
Columbus OH 43215

RE: Consent for Medical Marijuana Dispensary

Dear Mr. Appelbaum,

This will acknowledge that you have notified me that, if awarded a license by the State of Ohio, you will be operating a medical marijuana dispensary at 3504 Tuscarawas Street West, Canton, Ohio, 44708, which property is owned by Buckeye Plaza Shopping Center, LLC.

This letter certifies my consent for you to operate a medical marijuana facility (dispensary) on the above property, if you are granted such a license.



Signature

Richard Altman
Printed Name

11/9/2017
Date

C-1.1

Property Title, Lease, or Option to Acquire Property Location

LEASE

BETWEEN

LAAS Holdings, LLC

LANDLORD

AND

Pura Ohio, LLC

TENANT

C-1.1

Property Title, Lease, or Option to Acquire Property Location

LEASE

THIS LEASE made and entered into this 17th day of November 2017, by and between LAAS Holdings, LLC, ("Landlord") and Pura Ohio, LLC located at Kayne Law Group, Attn: Danny Kayne, 612 Park Street, Suite 100, Columbus, Ohio, 43215 ("Tenant").

ARTICLE 1 DEMISED PREMISES

In consideration of the rents and covenants herein stipulated to be paid and performed, Landlord hereby lets and leases unto Tenant, subject to the terms, covenants and conditions hereinafter specified, the premises described below (the "Premises") situated at -

3504 Tuscarawas Street West
Canton, Ohio 44708

Parcel ID # 247983

in the city of Canton, Ohio.

ARTICLE 2 CONDITION OF PREMISES AND LANDLORD'S WORK

The Premises are leased and let subject to any state of facts which a physical inspection thereof might disclose and subject to all zoning regulations, restrictions, rules and ordinance, building restrictions and other laws and regulations, now or hereafter in effect, and, with respect to all structures and improvements located on or constituting part of the Premises, in their condition as of the date of the execution of this Lease and without representation or warranty of any kind.

ARTICLE 3 TERM

3.1 The term of this lease shall be for a period of ten (10) years commencing on the date provided in the next succeeding paragraph.

COMMENCEMENT OF TERM

3.2 The term of this Lease and Tenant's obligation to pay rent shall commence on March 1, 2018, or when Tenant opens for business, whichever shall first occur.

3.3 When the term of this Lease has commenced, Landlord and Tenant shall execute and

exchange a writing indicating the commencement date.

ARTICLE 4
RENT

4.1 Tenant shall pay rental to Landlord without any demand therefore and without any deduction or setoff whatsoever, in the manner, at the times and in accordance with the following provisions of this Article 4.

4.2 Tenant shall pay to Landlord during the term of this Lease fixed rent (the "Fixed Rent") in accordance with the following schedule:

<u>PERIOD</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>
Years 1 thru 5	\$48,000	\$4,000
Years 6 thru 10	\$48,000	\$4,000

The monthly installments shall be paid on or before the first day of each calendar month during the term hereof in advance **(except that the monthly installment for the first calendar month shall be paid upon the execution hereof.)**

4.3 Any payment of Fixed Rent or Additional Rent not received by Landlord within Ten (10) days after the same is due shall be subject to a late charge of Five Hundred Dollars (\$500.00), which will be assessed each month that a payment is late, but only once per month for each late payment. Any such late charge will be first deducted from the next payment which Tenant makes to Landlord prior to the application of any amount paid by Tenant for monthly Fixed Rent or Additional Rent. In any event, Landlord need not accept any such late rental payment(s). The failure of Landlord to collect any late charge when due does not constitute a waiver of Landlord to collect these charges in the future from Tenant.

All checks tendered as payment must be good upon presentation to the bank upon which drawn. Landlord shall have the right to impose a bad check fee of One Hundred Dollars (\$100.00), if any check tendered by Tenant is returned for insufficient funds, and after the second incident of submission of a non-sufficient funds check the Landlord shall have the right to also thereafter require payment by cashier's check, money order, wire transfer, or automated monthly transfer from Tenant's bank account.

In addition to the Fixed Rent, Tenant shall pay to Landlord additional rent (the "Additional Rent") payable on demand consisting of all other sums, liabilities, and obligations which Tenant has agreed or is required to pay or discharge pursuant to this Lease including, but not by way of limitation, interest at the rate of one and one-half percent (1.5%) per month (or such lesser rate of

interest as may be the maximum permitted by applicable law) on all overdue installments of Fixed Rent and on all overdue amounts of Additional Rent.

4.4 The term "Lease Year" as used in this Lease means each successive twelve (12) month period during the term hereof, with the first Lease Year beginning on the first day of the first full calendar month of the term hereof and ending on the last day of the twelfth (12th) month thereafter.

4.5 All rent due Landlord hereunder shall be paid in lawful money of the United States of America at Landlord's address as set forth below or at such other place or to such other person as Landlord from time to time may designate in writing.

ARTICLE 5
SECURITY DEPOSIT

Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a deposit in the amount of \$8,464.79, which deposit shall be held by Landlord as security against a default by Tenant under this Lease. The deposit shall not bear interest and may be applied by Landlord to cure any default by Tenant of any of the terms, covenants and conditions of this Lease. If Landlord shall apply part or all of the deposit toward curing a default of Tenant, Tenant shall immediately restore the full amount of the deposit. In the event of any bankruptcy proceedings by or against Tenant, it is hereby agreed that the deposit shall be deemed first applied to rent and other charges due to Landlord hereunder for the period prior to the commencement of such proceedings.

ARTICLE 6
COMMON AREAS AND THEIR USE

The term "Common Areas" as used herein means all areas, spaces, equipment, facilities, improvements and other items presently or in the future provided by Landlord for the common and joint use and benefit of Landlord, Tenant and the other tenants of the Shopping Center, their respective employees, agents, servants, customers and invitees and others, which Common Areas may include, but not by way of limitation, parking areas, access roads, driveways, entrances, exits, arcades, retaining walls, landscaped areas, loading docks, truck service ways and sidewalks. The Common Areas shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have full right and discretion from time to time to establish, modify and enforce reasonable rules and regulations with respect to the operation, maintenance and repair of the Common Areas, including, but not by way of limitation, the right to take all action, employ all personnel and make all rules and regulations pertaining to lighting, cleaning, policing, designating of specific parking areas for motor vehicles of Tenant's employees and removing snow and ice (except for sidewalks contiguous to the Premises, which shall be Tenant's responsibility). Landlord shall have the right to close at any time or from time to time all or any part of the Common Areas

for the purpose of making repairs or changes, preventing the acquisition of public rights thereto, discouraging non-customer parking or for any other purpose which Landlord may determine as necessary or appropriate. Tenant shall, upon written request, furnish to Landlord the license numbers of motor vehicles operated by Tenant's officers, agents and employees.

ARTICLE 7 COMMON AREA MAINTENANCE

7.1 Tenant shall pay to Landlord as Additional Rent Tenant's Pro-Rata Share (as defined below) of the cost of maintaining, lighting, repairing, resurfacing, insuring, altering, stripping, cleaning, removing snow and ice from, and otherwise attending to, the Common Areas.

TAXES AND INSURANCE PREMIUMS

7.2 Tenant shall pay to Landlord as Additional Rent Tenant's Pro-Rata Share (as defined below) of (i) the real estate taxes levied against the land and building of which the Premises are a part, (ii) the insurance premiums for fire and extended coverage insurance relating to the Premises and the remainder of the building of which the Premises are a part, and (iii) the public liability insurance premiums relating to the Shopping Center.

DEFINITIONS

7.3 As used herein, the term "real estate taxes" shall include any tax excise or assessment (other than an income or franchise tax) levied, assessed or imposed upon or against the rentals or other charges payable by Tenant hereunder, either as substitution for or in addition to any existing taxes on land and building or otherwise resulting from Tenant's use and occupancy of the Premises; and term "Tenant's Pro-Rata Share" shall mean (i) with respect to real estate taxes and fire and extended coverage insurance, a fraction having as its numerator the total number of square feet within the Premises and having as its denominator the total number of square feet within the Premises plus the remainder of the building of which the Premises are a part, and (ii) with respect to public liability insurance, a fraction having as its numerator the total number of square feet within the premises and its denominator the total number of square feet within all buildings comprising the Shopping Center. Tenant shall pay according to the schedule below towards Tenant's pro rata share of Real Estate Taxes, Insurance and Common Area Maintenance (the "CAM"):

	<u>ANNUAL</u>	<u>MONTHLY</u>	<u>P.S.F.</u>
Real Estate Taxes	\$12,364.00	\$1,028.85	\$4.25
Insurance	\$726.00	\$60.52	\$0.25
CAM	\$4,400.00	\$366.67	\$1.52

Landlord will bill Tenant bi-annually for the cost of the Real Estate Taxes, Insurance Premiums, and Common Area Maintenance after first paying such costs above, and if Tenant has over paid, a credit will be applied to the next billing period and if Tenant has under paid, the

balance will be due and payable upon receipt of the invoice. If Tenant's escrow payments shall exceed the amount due for two (2) consecutive bi-annual periods, then Landlord shall reduce the amount of the escrow payment to the product of the amount due from Tenant for the most recent bi-annual period divided by six (6).

PAYMENT

7.4 Except for common area maintenance, the Additional Rent due hereunder shall be paid, in each case, without any deduction or setoff whatsoever, within ten (10) days after being billed therefore.

PARTIAL YEARS

7.5 The Additional Rent due hereunder shall be pro-rated with respect to any partial years at the commencement, expiration or termination of the term of this Lease.

ARTICLE 8

REPAIR AND MAINTENANCE TO THE PREMISES

8.1 Tenant shall, at its sole expense, keep and maintain the Premises (except for the items specified in the next sentence) and all improvements therein (including, without limitation, all glass, windows, doors, permitted exterior signs and lights, the exterior canopy lights, plumbing, electrical, heating, air conditioning and sewage equipment and facilities, interior walls, floors and ceilings and all items installed by Tenant) in good condition and repair, including replacements if necessary. Since the condition of the HVAC equipment is unknown the following shall apply to the unit. Tenant shall maintain the unit with seasonal maintenance of no less than three (3) times a year and pay for all maintenance of up to \$750.00 upon each occurrence. If Tenant is performing its seasonal service and the need for a Major Repair arises, a Major Repair shall be considered any repair above \$750.00, Tenant shall notify Landlord and Landlord shall have the option of paying the cost of the repair less the \$750.00 from the tenant or replacing the unit less \$750.00 from Tenant. Landlord shall maintain the exterior walls (but not glass and exterior doors) and the roof, unless the need for repair arises as a result of damage caused by Tenant, its employees, agents or invitees, in which case the cost of such repairs shall be paid by Tenant. If Tenant refuses or neglects to repair and maintain the Premises as provided herein, then Landlord may (but shall not be obligated to) make such repairs without liability to Tenant for any loss or damage that may be incurred to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof, and the cost of such repairs shall constitute Additional Rent hereunder and shall be immediately due and payable.

8.2 Tenant shall keep the Premises, including equipment, facilities and fixtures therein, at Tenant's expense, clean, neat and in good order, repair and condition (including all necessary painting and decorating), and, at Tenant's expense, shall keep all glass, including that in windows, doors and skylights, clean and in good condition and shall replace any glass which may be damaged

or broken with glass of the same quality.

ARTICLE 9
PURPOSE AND MANNER OF USE

9.1 Tenant covenants and agrees that the leased premises shall be used and occupied solely for the contemplated use as an Ohio Licensed Medical Marijuana Dispensary operated under Ohio Revised Code 3796. The leased premises shall not be used in any manner or occupied for any purpose contrary to Ohio law or the rules and/or regulations of any public authority or in any manner deemed a fire hazard. It is specifically noted that the contemplated use is for an Ohio Licensed Medical Marijuana Dispensary operated under Ohio Revised Code 3796. Tenant will not use or permit the use of the Premises for any other business or purpose whatsoever. Tenant shall not operate or permit the operation on the Premises without the prior written consent of Landlord, of any coin operated vending machine or similar device including, but not by way of limitation, pay lockers, pay telephones, amusement devices and machines for the sale of foods, beverages, cigarettes or similar items.

9.2 Tenant shall use and occupy the Premises in a careful, safe and proper manner and shall comply with all governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or the use thereof, to the extent that it is Tenant's obligation hereunder to maintain the condition of the Premises. Tenant shall obtain, maintain in full force and effect and pay all fees and charges levied, assessed or charged by any governmental authority in connection with any licenses, permits or consents of any kind required with respect to the use or occupancy of the Premises. Tenant shall not commit or permit to be committed any waste upon the Premise and shall not use or permit the Premises to be used for any unlawful purpose or in any manner which will affect the coverage provided by or result in the invalidation or in an increase in the premiums of, the fire insurance maintained by Landlord, or which will disturb other tenants or constitute a nuisance. Tenant shall not conduct any auction, fire or bankruptcy sale on the Premises, shall not display merchandise outside the Premises and shall not obstruct the sidewalks adjacent to the Premises. Tenant shall store in the Premises only such merchandise as is to be offered for sale at retail within a reasonable time after receipt thereof; shall store all trash and refuse in appropriate containers within the Premises and attend to the daily disposal thereof in the manner designated by Landlord; shall keep all drains inside the Premises open; shall clean the snow and ice and any refuse from the sidewalks contiguous to the Premises; and shall have all deliveries and pickups made to the rear of the Premises. Tenant shall install and set a timing device to turn on the exterior canopy lights at dusk each evening and to remain on until midnight of each evening.

ARTICLE 10
CONDUCT OF BUSINESS

At all times during the term hereof, Tenant shall actively operate its business in and from the Premises in a high-grade and reputable manner. Tenant shall keep the Premises open for business during the entire term hereof and shall not permit the Premises or any part thereof to become vacant.

ARTICLE 11
UTILITIES

11.1 Tenant shall pay promptly when due charges for all utility and communication services furnished to the Premises during the term hereof including, but not by way of limitation, heat, gas, electricity, water and sewer charges and telephone. Landlord shall have the right at any time to sub meter or otherwise equitably allocate any utility used or consumed on the Premises, in which case Landlord shall bill Tenant and Tenant shall pay to Landlord (at retail rates) all amounts involved within ten (10) days after receipt of billing without any deduction or setoff whatsoever.

11.2 If Tenant shall fail to promptly pay any utility or communication charge for service (whether or not such charge is billed directly by the utility or by Landlord), Landlord may, but shall not be obligated to pay such charge, and the sums so paid and any expenses incurred by Landlord in connection therewith shall be deemed to be Additional Rent immediately due and payable by Tenant.

11.3 If Tenant shall fail to promptly pay any utility service charge for which Landlord has billed Tenant or fails to pay within ten (10) days after the due date thereof any Fixed Rent, Percentage Rent or Additional Rent, Landlord shall have the right, in addition to any other remedies available to Landlord by the terms of this Lease or at law, to cut off and disconnect any and all utilities billed by Landlord during the period for which such rent or utility bills remain unpaid.

11.4 Landlord shall not be liable for damages nor shall the rent hereinabove stipulated be abated on account of any failure of utility service when such failure is not due to the negligence of Landlord.

ARTICLE 12
ACCESS TO PREMISES BY LANDLORD

Landlord shall have free access to the Premised at all reasonable times for the purpose of examining the Premises or making any alterations, repairs or improvements thereto which Landlord may deem necessary for their safety or preservation, or for the purpose of examining or making any alterations, repairs or improvements to items passing over, under, along or through the Premises which serve or are connected with any other part of the Shopping Center. No action taken by Landlord in or upon the Premises in connection with the foregoing shall constitute an eviction of Tenant in whole or in part, and the rent reserved by this Lease shall not abate while any such repairs, alterations or improvements are being made, notwithstanding any loss or interruption of the business of Tenant. Nothing contained herein, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or

repair of the Premises or any part thereof except as otherwise specifically provided by this Lease. During the last six (6) months of this term hereof, Landlord and Landlord's agents and invitees may enter the Premises at any reasonable time for the purpose of exhibiting the Premises to prospective tenants.

ARTICLE 13
ADDITIONS TO SHOPPING CENTER

Landlord reserves the right, in Landlord's sole discretion, to expand the Shopping Center from time to time by adding more land, buildings or improvements thereto, by constructing more buildings and improvements on any existing or additional land or by altering or adding to the presently existing buildings or improvements.

ARTICLE 14
INSURANCE

14.1 Tenant shall at all times maintain, at its expense, insurance on the Premises of the following character:

- (a) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and the adjoining sidewalks and passageways, such insurance to afford protection of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to bodily injury or death to any one person, not less than One Million Dollars (\$1,000,000.00) with respect to any one accident, and not less than One Hundred Thousand Dollars (\$100,000.00) with respect to property damage
- (b) Workmen's compensation insurance covering all persons employed in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against Landlord, Tenant or the Premises, or in lieu of such Workmen's Compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the Ohio Industrial Commission.
- (c) Plate glass insurance covering all exterior plate glass in the Premises or Tenant may self-insure the plate glass.

Such insurance shall be written by companies of recognized financial standing which are authorized to conduct insurance business in Ohio, and such insurance shall name as the insured parties there under Landlord and Tenant, as their interests may appear.

14.2 Tenant shall deliver to Landlord promptly after the execution and delivery of this Lease the original or duplicate policies or certificates of the insurers, satisfactory to Landlord, evidencing the insurance which is required to be maintained by Lessee hereunder, and Tenant shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Should tenant fail to effect, maintain or renew any insurance provided for in this Article, or to pay the premiums therefore, or to deliver to Landlord any of such policies or certificates, then and in any said events Landlord, at Landlord's option, but without obligation so to do, may upon five (5) days' notice to Tenant, procure such insurance, and any sums expended by Landlord to procure such insurance shall be deemed to be Additional Rent immediately due and payable by Tenant.

ARTICLE 15
WAIVER OF SUBROGATION

Provided the following provisions of this Article do not result in the invalidation of, or an increase in the premiums payable under, the policies of fire and/or extended coverage or other insurance covering the Premises or the contents thereof, Landlord and Tenant agree that in the event the Premises or its contents are damaged or destroyed by any of the perils covered by fire and/or extended coverage insurance or other insurance policies of the parties, the rights, if any, of any party against the other, their officers, agents, servants and employees, with respect to such damage or destruction, are hereby waived to the extent of any proceeds received under any such policies, notwithstanding the fact that such damage or destruction shall be due to the negligence of any or all of the parties in whose favor this provision operates. If the premiums paid by either party for any such insurance policies are increased by reason of the foregoing provisions, the parties may (but shall not be required to) pay such increase in order to preserve in full force and effect the foregoing provisions.

ARTICLE 16
CASUALTY

16.1 Tenant shall promptly notify Landlord in writing of any damage to or destruction of the Premises for any cause whatsoever.

16.2 If the Premises shall be damaged or injured by any cause covered by Landlord's insurance, but not in such manner as to render more than twenty-five percent (25%) of the Premises unfit for Tenant's occupancy, Landlord shall effect the repair thereof as promptly as reasonably possible, delays beyond Landlord's control excepted, and this Lease shall remain in full force and effect. Under no circumstances shall Landlord be required to replace or repair Tenant's stock in trade, fixtures, furniture, furnishings, equipment, leasehold improvements or other such items.

16.3 If the Premises shall be damaged or destroyed by any cause which is not covered by Landlord's insurance, or in such a manner as to render more than twenty-five percent (25%) of the

Premises unfit for Tenant's occupancy contemplated hereby and if within forty-five (45) days after receipt by Landlord of written notice of such damage or destruction Landlord fails to notify Tenant in writing of its election to repair the Premises for Tenant, this Lease shall as of 12:00 midnight on the last day of said forty-five (45) day period be deemed terminated, and Landlord and Tenant shall thereupon be released from any further liability hereunder, except, Tenant shall remain liable for all obligations and liabilities under this Lease, actual or contingent, which have arisen on or prior to such date of termination, including, but not by way of limitation, Tenant's liability for the payment of the Fixed Rent. In the event that Landlord elects within said forty-five (45) day period to repair and restore the Premises and proceeds to repair and restore the Premises promptly as reasonably possible, delays beyond Landlord's control excepted this Lease shall remain in full force and effect.

16.4 If more than twenty-five percent (25%) of the rentable area of the Shopping Center or more than twenty-five percent (25%) of the Common Areas of the Shopping Center shall be damaged or destroyed by any such cause, notwithstanding that the Premises may be unaffected by such damage or destruction, Landlord shall have the right, to be exercised by notice to Tenant within forty-five (45) days after said occurrence to elect to terminate this Lease, which termination shall be effective ninety (90) days after said occurrence, and Landlord and Tenant shall thereupon be released from any further liability hereunder, except Tenant shall remain liable for all obligations and liabilities under this Lease, actual or contingent, which have arisen on or prior to such date of termination, including, but not by way of limitation, Tenant's liability for the payment of Fixed Rent and Additional Rent.

16.5 If during the period following any damage to or destruction of the Premises, Tenant shall be deprived of the occupancy of any portion of the Premises, the Fixed Rent payable hereunder shall proportionately adjusted corresponding to the time during which and to the portion of the Premises of which Tenant shall be deprived.

ARTICLE 17 CONDEMNATION

17.1 If at any time during the term of this Lease the entire Premises shall be appropriated or taken by virtue of condemnation, eminent domain or other similar proceedings pursuant to any law, this Lease shall terminate as of the date of such taking.

17.2 If at any time during the term of this Lease more than twenty-five percent (25%) (but less than all) of the Premises shall be appropriated or taken by virtue of condemnations, eminent domain or other similar proceedings pursuant to any law, and such taking renders the remainder of the Premises unsuitable, in the reasonable judgment of Tenant, for Tenant's use, Tenant shall have the right to terminate this Lease as of the date of such taking by giving Landlord notice in writing of such election within thirty (30) days after the receipt by Tenant of notice that the Premises are to be so appropriated, taken or condemned; and if Tenant does not elect to terminate this Lease within said thirty (30) day period, Landlord shall have the right to terminate this Lease as

of the date of such taking by giving Tenant notice in writing of such election within fifteen (15) days following the end of said thirty (30) day period.

17.3 If at any time during the term of this Lease more than twenty-five percent (25%) of the rentable area of the Shopping Center of more than twenty-five percent (25%) of the Common Area of condemnation, eminent domain or other similar proceedings pursuant to any law, Landlord shall have the right (notwithstanding the fact that the Premises may be unaffected by such taking) to terminate this Lease as to the date of such taking by giving Tenant notice in writing of such election within thirty (30) days after the receipt by Landlord of notice that such portion of the Shopping Center and/or Common Areas are to be so appropriated, taken or condemned.

17.4 In the event of any termination of this Lease pursuant to the provisions of this Article, Landlord and Tenant shall thereupon be released from any further liability hereunder, except Tenant shall remain liable for all obligations and liabilities under this Lease, actual or contingent, which have arisen on or prior to such date of termination, including, but not by way of limitation, Tenant's liability for the payment of the Fixed Rent and Additional Rent.

17.5 In the event of any taking of the Premises as herein before provided, whether in whole or in part, Landlord shall receive the full amount of any award, as damages or otherwise, for such taking, and Tenant shall not be entitled to any part of such award or have any right to contest or appeal such award; provided, however, that Tenant shall have the right to claim and recover from the taking authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any cost or loss to Tenant in removing Tenant's merchandise, fixtures and equipment, so long as such claim shall not adversely affect the amount or payment of the award made to or to be made to Landlord or the proceedings relative thereto.

17.6 If in the event of a partial taking of the Premises neither party exercises its aforementioned rights and options, if any, to terminate this Lease or if notwithstanding such partial taking the parties have no rights or options to terminate this Lease, Landlord shall promptly (but subject to delays beyond Landlord's control) repair such damage to the Premises as shall have been caused by such partial taking to a condition substantially comparable in design and function to their condition immediately prior to the time of such taking, less the portion lost in the taking. Until the completion of such repair, and for the remainder of the term of this Lease, the Fixed Rent payable hereunder shall be proportionately adjusted.

ARTICLE 18

ALTERATIONS AND IMPROVEMENTS

18.1 Tenant shall make no alterations or improvements in or to the Premises without the prior written consent of Landlord, and Tenant shall not be deemed to be the agent of Landlord with respect to any contracts entered into or work done regardless of such consent. Tenant shall

indemnify Landlord against any and all mechanics' liens or other liens or claims in connection with the making of any permitted alterations or improvements and shall pay when due all costs, expenses and charges therefore.

18.2 All alterations or improvements, including, but not by way of limitation, heating, air conditioning and similar equipment (whether or not made or installed with the prior written consent of Landlord) and floor coverings, shall be and remain part of the Premises and the property of Landlord and subject to this Lease; but personal property and removable trade fixtures of tenant shall not be deemed to become a part of the Premises and the property of Landlord unless so affixed to the Premises that their removal will, in the reasonable judgment of Landlord, substantially damage the Premises.

18.3 All personal property and fixtures placed in or about the Premises shall be at Tenant's own risk. Tenant shall be responsible for and shall pay when due and payable all municipal, county, state or other taxes assessed during the term of this Lease against any improvements or alterations made by Tenant to the Premises or against any personal property or fixtures placed by Tenant in, upon or about the Premises.

18.4 Provided Tenant shall have fully performed all of Tenant's obligations under this Lease, Tenant may, at the expiration or other termination of this Lease, remove all of its personal property and trade fixtures permitted to be removed, but any and all damage to the Premises resulting from or caused by such removal shall be promptly repaired by Tenant at Tenant's expense. If at the expiration or other termination of this Lease, Tenant fails to remove any personal property, trade fixtures or other property herein permitted to be removed, such property and fixtures shall be deemed abandoned by Tenant and shall become the property of Landlord, and Landlord may thereafter cause such property to be removed from the Premises and disposed of, with the costs of any such removal being borne by Tenant.

ARTICLE 19

SIGNS

Tenant shall not place any signs, lettering, awnings or advertising material of any kind on the exterior walls or doors or in or on the windows of the Premises without the prior written consent of Landlord, Landlord shall have the sole right to determine all specifications, including size, area, location, decor and type of signs. The sign that is placed on the façade of the building must be individual letters mounted on a raceway. Tenant, at Tenant's sole cost, shall (i) obtain required governmental permits for, and maintain in good condition and repair at all times, any such sign, lettering, awning or advertising matter as may be approved by Landlord, and (ii) remove any such item at the expiration or termination of the term hereof and repair any damage to the Premises resulting there from. Tenant shall pay the cost to replace and install new panels in the pylon sign advertising Tenant's business. Tenant shall pay its pro-rata share of the cost to maintain the pylon sign.

ARTICLE 20
ASSIGNMENT, ETC.

20.1 If Tenant intends to assign its interest in this Lease or to sublet all or a substantial part of the Premises, Tenant shall give Landlord ninety (90) days notice prior to the intended assigning or subletting, specifying therein the date of such intended assigning or subletting and the name of the intended assignee or sub lessee. Thereafter, Landlord may, by giving Tenant notice within sixty (60) days after receipt of such notice from Tenant, cancel this Lease effective as of the date specified in such notice from Tenant as the day for assigning or subletting or as of the last day of said ninety (90) day notice period, whichever date is later. If Landlord does not cancel this Lease, Tenant may proceed with the intended assigning or subletting described in its notice, provided that such assignee or sub lessee shall not change the use of the demised premises and shall be bound by all of the terms and provisions of this Lease, and Tenant shall not be released from any of its obligations hereunder. Any transfer by operation of law (in connection with a merger, consolidation, reorganization, bankruptcy or otherwise) shall be deemed included in the terms "assign" and "sublet" for the purposes of this provision.

20.2 In the absence of compliance with this provision, no attempted assigning or subletting or other transfer shall be of any force or effect whatsoever.

ARTICLE 21
SUBORDINATION

Tenant hereby waives the priority of Tenant's interest in the Shopping Center arising by virtue of this Lease and subordinates its interest to any mortgage lien or lien resulting from any method of financing or refinancing which may become necessary or desirable to Landlord from time to time, and Tenant, upon demand of Landlord, shall execute at any and all times such instruments as may be required by any prospective mortgagee or lien holder in order further to effectuate this waiver of priority and subordination of Tenant's interest. If Tenant fails to execute any such instruments within five (5) days after submission to Tenant, Landlord is hereby authorized to execute such instruments as attorney-in-fact for Tenant.

ARTICLE 22
DEFAULT

22.1 Any one of the following occurrences or acts shall constitute an Event of Default under this Lease: (a) Tenant, at any time during the continuance of this Lease (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity or before an administrative tribunal, which have or might have the effect of preventing Tenant from complying with the terms of this Lease) (i) fails to make any payment of Fixed Rent and such failure shall continue for five (5) days after any such payment has become due, (ii) fails to make any payment, immediately upon demand therefore, of Additional Rent or other sum herein

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required to be paid by tenant, (iii) fails to observe or perform any other provision hereof for five (5) days after Landlord shall have delivered to Tenant notice of such failure, or (iv) receives two or more notices within any twelve (12) month period of an Event of Default under this Lease (irrespective of whether or not the defaults have been cured and irrespective of whether the notices pertained to the same or different defaults); (b) Tenant or any guarantor of this Lease files a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal or state bankruptcy law or under any similar federal or state law, or is adjudicated a bankrupt or insolvent or makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due, or a petition or answer proposing the adjudication of Tenant as a bankrupt or its reorganization under any present or future federal or state bankruptcy law or any similar federal or state law is filed in any court; (c) a receiver, trustee or liquidator of Tenant or of all or substantially all of the assets of Tenant or of the Premises is appointed in any proceeding brought by Tenant, or any such receiver, trustee or liquidator is appointed in any proceeding brought against Tenant, or Tenant consents to or acquiesces in such appointment; (d) Tenant's interest in the Premises by virtue of this Lease or any of Tenant's assets is seized under a levy of execution or attachment; or (e) it is disclosed that Tenant made misrepresentations to Landlord in connection with its entering into this Lease.

22.2 This Lease and the term and estate hereby granted are subject to the limitation that whenever an Event of Default shall have occurred, Landlord may, at Landlord's election and without notice or resort to legal process, with or without declaring the term of this Lease ended, re-enter and take possession of the Premises immediately and remove all persons and their property there from and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and do such further acts as may be necessary and advisable to recover immediate possession of the Premises, without being deemed guilty in any manner of trespass and without releasing Tenant from its obligation to pay the Fixed Rent and Additional Rent reserved hereunder, and Tenant shall indemnify Landlord against and shall reimburse Landlord for, all loss of rent and other damages and expenses which Landlord may incur by reason of Tenant's default. Landlord may also re-enter as herein provided, or take possession pursuant to law, and may, from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and Landlord may relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms, covenants and conditions as Landlord in Landlord's sole discretion may deem advisable without in any manner releasing Tenant from the obligations of this Lease or entitling Tenant to any setoff whatsoever against any monies due Landlord from Tenant for any reason. Notwithstanding any such reletting without termination, Landlord may at any time elect to terminate this Lease for such previous default. Any steps taken by Landlord pursuant to the foregoing shall be without prejudice to, and shall not be exclusive of, any other remedies or damage, which may be available to Landlord.

22.3 Tenant hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds, (a) any right and privilege which it or any of them may have under

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any present or future constitution, statute or rule of law to redeem the Premises or to have a continuance of this Lease after its termination by order or judgment of any court, by any legal process or writ or under the terms of this Lease, and (b) the benefits of any present or future constitution, statute or rule of law which exempts property from liability for debt or for distress of rent.

22.4 In the event Tenant shall be in default in the performance of any of its obligations under this Lease, and an action shall be brought for the enforcement thereof in which it shall be determined that Tenant was in default, Tenant shall pay to Landlord all the expenses incurred in connection therewith including reasonable attorneys' fees. In the event Landlord shall, without fault on Landlord's part, be made a party to any litigation commenced against Tenant, and if Tenant, at its expense, shall fail to provide Landlord with counsel approved by Landlord, Tenant shall pay all costs and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

ARTICLE 23
RIGHT TO CURE DEFAULT

Landlord shall have the right (but shall not be obligated) to pay any sums of money or do any acts or incur any expenses, including reasonable attorneys' fees, by reason of the failure of Tenant to perform or observe any of Tenant's obligations under this Lease, and the sums so paid and expenses so incurred by Landlord, together with all interest, costs and damages, shall be deemed to be Additional Rent immediately due and payable by Tenant to Landlord without any deduction or setoff whatsoever.

ARTICLE 24
LIENS

Tenant shall not, directly or indirectly, create or permit to be created or to remain and will promptly discharge, at its expense, any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Premises or any part thereof or Tenant's interest therein or the Fixed Rent or Additional Rent payable under this Lease, other than any mortgage, lien, encumbrance or other charge created by or resulting from any act of Landlord. Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, expressed or implied, of any contractor, subcontractor, laborer, material man or vendor to or for the performance of any labor or services or the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Premises or any part thereof. Notice is hereby given that Landlord will not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding the Premises or any part thereof through or under Tenant, and no mechanics' or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to the Premises.

ARTICLE 25
INDEMNIFICATION

Tenant agrees to protect, indemnify and save harmless Landlord from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses of Lessor's), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from (a) any injury to or the death of any person or any damage to property on the Premises or upon adjoining sidewalks or in any manner growing out of or connected with the use, non-use, condition or occupancy of the Premises or any part thereof or resulting from the condition thereof or of the adjoining sidewalks, and (b) any violation by Tenant of any term, covenant or condition of this lease, of any contracts or agreements to which Tenant is a party and of any restrictions, statutes, laws, ordinances or regulations affecting the premises or any part thereof or the ownership, occupancy or use thereof.

ARTICLE 26
NON-LIABILITY

Landlord shall not be liable for any loss, injury or damage to any persons or to Tenant's business or property, or property of others, nor shall Landlord be considered to be in default hereunder on account of any such loss or damage resulting from any cause whatsoever, including, but not by way of limitation, fire, explosions, falling plaster, electrical shorts, rain, snow, steam or gas leaks from any pipes, appliances, plumbing or from the roof, street or sub-surface unless (a) the need of repair or the cause of the damage represents an item Landlord has covenanted hereunder to repair or replace, (b) Landlord has received written notice from Tenant of the need for repair or replacement of such item, and (c) Landlord has failed within a reasonable time subject to delays beyond Landlord's control, to repair or replace such item; nor shall Landlord be liable for acts (including theft) or negligence of any tenants or occupants of the Shopping Center or any other persons. All Common Areas which Tenant may be permitted to use hereunder are to be used and occupied under a revocable license, and if any such license is revoked, or if the amount of such areas is diminished, Landlord shall not be subject to any liability therefore nor shall Tenant be entitled to any compensation or diminution or abatement of any rent, nor shall such revocation or diminution or such areas be deemed a constructive eviction.

ARTICLE 27
ATTORNMEN

Tenant shall, in the event any proceedings are brought for the foreclosure of (whether by judicial sale or otherwise), or in the event of the exercise of the power of sale under, any mortgage made by Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize any such purchaser as Landlord under this Lease.

ARTICLE 28

OFFSET

Within ten (10) days after request therefore by Landlord, Tenant shall deliver to any proposed mortgagee or purchaser, or to Landlord, in recordable form, a certificate certifying that this Lease is in full force and effect and there are no defenses or offsets thereto, or stating any claims by Tenant.

ARTICLE 29

ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than the Fixed Rent or Additional Rent herein stipulated shall be deemed to be other than on account of the earliest rent due, and no endorsement or statement on any check or any letter accompanying a check for payment of rent shall be deemed an accord and satisfaction, and Landlord's right to recover the balance of such rent or to pursue any other remedy available to Landlord shall remain.

ARTICLE 30

NO PARTNERSHIP

Landlord is not in any way, at any time or for any purpose a partner of Tenant in the conduct of Tenant's business, or otherwise, or a joint venturer or member of a joint enterprise with Tenant in regards to Tenant's business, and the provisions of this Lease relating to the Percentage Rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

ARTICLE 31

HOLDOVER

If Tenant shall remain in possession of the Premises after the expiration of the term of this Lease, no action by Landlord, by accepting rent or otherwise, shall be construed as recognition by Landlord of a continuing tenancy or as creating a renewal term of the same duration as the term of this Lease or a tenancy from year to year or month to month, but any continuing occupancy shall be deemed to be a tenancy from day to day only, governed in all things, except as to the term, by the provisions of this Lease except that Fixed Rent shall be at a monthly rental of one and one-half times the rate which had been in effect in the last month of the term from which Tenant is holding over.

ARTICLE 32
RELEASE

In the event of any sale of, or other transfer of title to, the Premises, Landlord (and in case of any further sale or transfer, and then seller or transferor) shall be automatically released from any and all further obligations to Tenant under this Lease, though such release shall in no way affect any rights, claims or causes of action which Landlord may have against Tenant. Tenant shall, in the event of any such sale or other transfer of title, recognize any purchaser or transferee as the new Landlord under this Lease.

ARTICLE 33
QUIET ENJOYMENT

If and so long as Tenant shall observe and perform all the terms, covenants and obligations required by it to be observed and performed hereunder, Landlord warrants peaceful and quiet occupation and enjoyment of the Premises by Tenant; provided, that Landlord and Landlord's agents may enter upon and examine the Premises as provided elsewhere in this Lease.

ARTICLE 34
NOTICES

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if (a) with respect to Tenant, sent by registered or certified mail, postage prepaid, addressed to Tenant at the premises 3504 Tuscarawas Street West, Canton, Ohio 44708, and at LAAS HOLDINGS, LLC, C/O Kayne Law Group, Attn: Danny Kayne, 612 Park Street, Suite 100, Columbus, Ohio, 43215, and (b) with respect to Landlord, sent by registered or certified mail, postage prepaid, addressed to Landlord at 2555 - 34th Street, N.E., Canton, Ohio 44705. Landlord and Tenant shall each have the right from time to time to specify as their or its address for purposes of this Lease any other address upon giving written notice thereof to the other party in the manner set forth in this Article.

ARTICLE 35
SURRENDER

Upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord in the same good order and condition in which the Premises were originally received from Landlord at the commencement of this Lease, except as repaired or altered as provided in or required by a provision of this Lease. Tenant shall remove from the Premises on or prior to such expiration or earlier termination all property situated thereon which is

not owned by Landlord, and, at its expense, shall, on or prior to such expiration or earlier termination, repair any damage caused by or resulting from such removal. Property not so removed shall become the property of Landlord, and Landlord may thereafter cause such property to be removed from the Premises and disposed of, but the cost of any such removal and resulting damage shall be borne by Tenant.

ARTICLE 36
BROKER

Tenant represents and warrants that Tenant has not had contact or dealt with any broker or broker's representative in connection with the Premises of this Lease.

ARTICLE 37
SEVERABILITY

Each and every covenant and agreement contained in this Lease is, and shall be construed to be, a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Landlord shall not discharge or relieve Tenant from its obligations to perform each and every covenant binding upon Tenant. If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be enforced to the extent permitted by law.

ARTICLE 38
BINDING EFFECT

All of the terms, covenants and conditions contained in this Lease shall be binding upon the respective heirs, personal representatives, successors and assigns of Landlord and Tenant and shall inure to the benefit of the successors and assigns of Landlord and the permitted heirs and assigns of Tenant to the same extent as if each such person or entity were in each case named as a party to this Lease; provided, however, that this Lease shall not be binding on Landlord or its successors if Landlord has been released from its obligations under this Lease.

ARTICLE 39
MISCELLANEOUS

39.1 The individuals signing this Lease on behalf of Tenant represent and warrant that they have the requisite power and authority to bind Tenant.

39.2 This Lease may not be changed, modified or discharged except by a writing signed by Landlord and Tenant.

39.3 This Lease shall not be recorded, but a memorandum thereof may be recorded by either party.

ARTICLE 40
TITLES

The titles to the various provisions of this Lease have been inserted for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Lease.

ARTICLE 41
GOVERNING LAW

The Lease shall be governed by and interpreted under the laws of the State of Ohio.

ARTICLE 43
LIABILITY OF LANDLORD

If Landlord shall fail to perform any covenant, term, or condition of this Lease upon Landlord's part to be performed and as a consequence of such default Tenant claims a right to damages, Tenant shall have the right to commence a lawsuit against the Landlord in Stark County, Ohio. In the event Tenant recovers a money judgment against Landlord, Landlord shall have the amount of time provided by the applicable appellate rules to pay or appeal the judgment. In the event Landlord does not pay or appeal any such judgment within such period, Tenant may proceed with its post-judgment remedies; provided, however, such judgment shall be satisfied only out of the right, title, and interest of Landlord in the Premises, and Landlord shall not be liable for any deficiency between the judgment and the proceeds recovered by Tenant out of such proceeds of the Premises. In no event shall Tenant have any right whatsoever to any property of Landlord other than Landlord's interest in the Premises, whether through post-judgment remedies or otherwise.

ARTICLE 42
OPTION TO RENEW

Tenant, but not any sub-tenant, shall have the right and option to renew the term of this Lease for one (2) Option Periods of five (5) years, provided that (i) this Lease shall not have been sooner terminated pursuant to the terms hereof, (ii) Tenant shall exercise each option by notice thereof to Landlord One Hundred Eighty (180) days prior to the commencement of the option which is the subject of the notice and (iii) Tenant shall not have the right to extend the term for the option period unless this Lease is in full force and effect during the entire Term and (iv) Tenant is not then in rental, monetary or other default under this Lease. During the renewal period the rights and

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obligations of Landlord and Tenant shall be governed by the same terms, covenants, and conditions applicable to the original Term except that (i) no further renewal option shall apply, and (ii) the insurance cost, real estate tax costs and the common area maintenance costs will be adjusted and paid on a monthly basis, to reflect the then current costs of these expenses and (iii) the Fixed Rent for each Lease Year during the renewal period shall be increased as follows:

<u>Option Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Option 1 (Years 11-15)	\$48,000	\$4,000
Option 2 (Years 16- 20)		

ARTICLE 43
OPTION TO CANCEL

Tenant shall have the option to cancel this Lease only if the State of Ohio, Medical Marijuana Control Program does not grant the Tenant a Medical Marijuana Dispensary License for the leased premises on or before April 30, 2018.

WARNING – NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE BY SIGNING THIS LEASE YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR OR LANDLORD WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

The parties hereto have caused this instrument to be signed at the place and on the day and year first above written.

Property/manager
LAAS Holdings, LLC

By

Todd Appelbaum CEO
Todd Appelbaum, CEO

Tenant: **Pura Ohio, LLC**

By

Todd Appelbaum CEO
Todd Appelbaum CEO

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LAAS Holdings, LLC

3504 Tuscarawas Street West
Canton, Ohio 44708

Parcel ID # 247983

17 November, 2017

To Whom it May Concern:

I, LAAS Holding, LLC, allow and permit Pura Ohio, LLC to use my property for medical marijuana operations in accordance If the owners of Pura Ohio, LLC are awarded a state medical marijuana operation license, and further purchase or lease the property, I hereby approve its use for this type of legal medical marijuana operation.

Sincerely, 


Property Owner:

CEO

Date:

11/16/17

Property Tenant:

CEO

Date:

11/16/17

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TRADE SECRET

LAAS Holdings, LLC

3504 Tuscarawas Street West
Canton, Ohio 44708

Parcel ID # 247983

Pura Ohio, LLC


Attn: Kayne Law Group, Danny Kayne, C/O LAAS Holdings, LLC
612 Park Street, Suite 100
Columbus OH 43215

(614) 679-8931

17 November, 2017

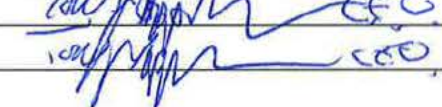
To Whom it May Concern:

LAAS Holdings, LLC acknowledges and consents that this lease is contingent upon the award to the future sublessee designated by the lessee of a provisional license for operation of a medical marijuana dispensary facility in the state of Ohio.

Sincerely, 

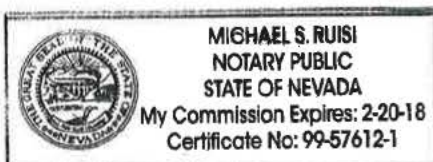
Property Owner: 

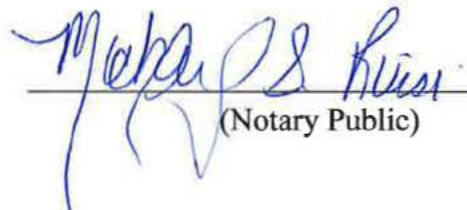
Date: 11/16/17

Property Tenant: 

Date: 11/16/17

(SEAL)




(Notary Public)

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

Pura Ohio, LLC

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

No response provided by applicant

C-1.4 Business Address

3405 Tuscarawas Street West

C-1.5 City

Canton

C-1.6 State

OH

C-1.7 Zip Code

44708

C-1.8 Phone

6146798931

C-1.9 Email

toddappelbaum@gmail.com

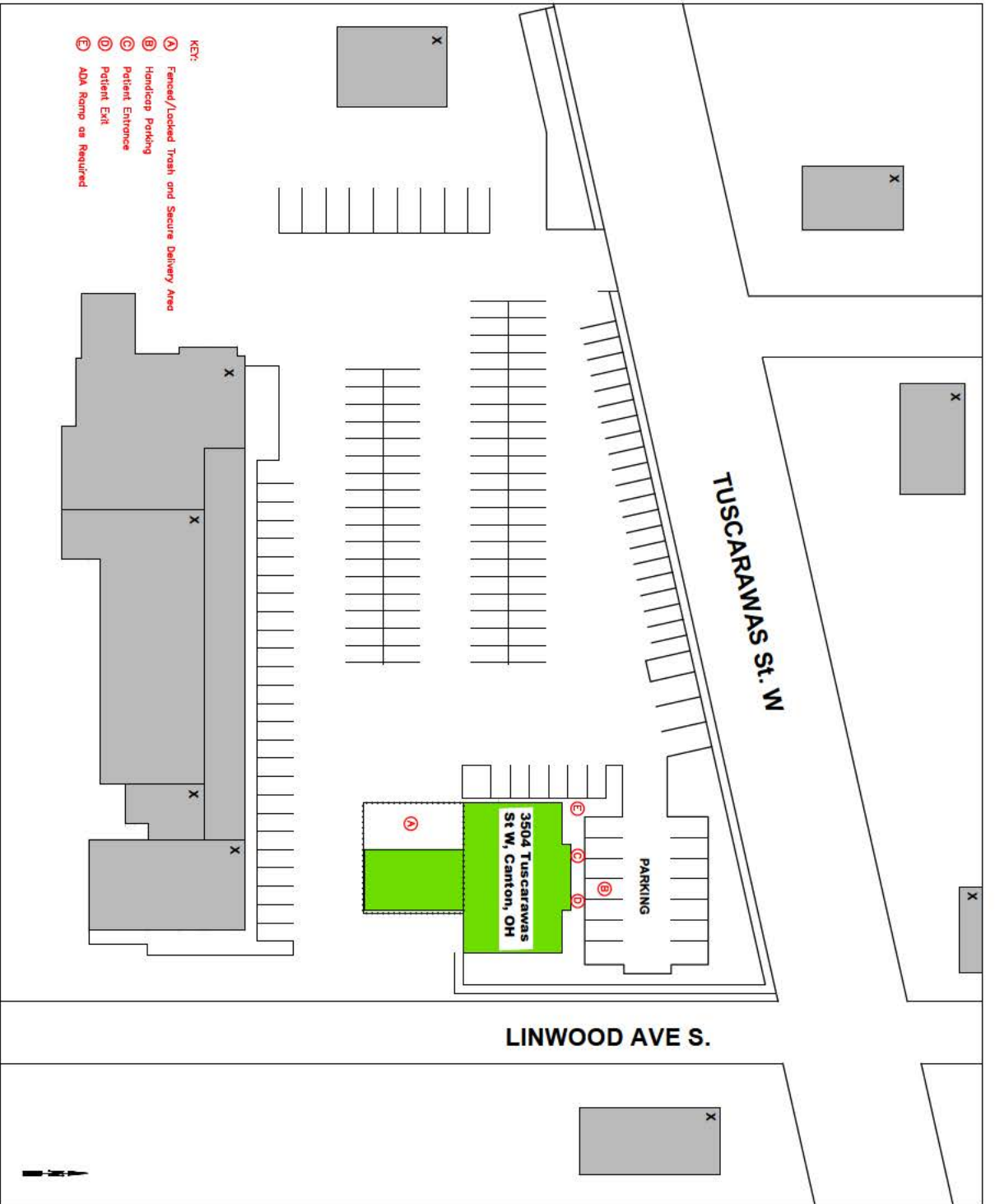
Business Plan(Site and Facility Plan)

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_Evidence of Ability to Meet Licensure Activities - Canton.pdf**

NOTE: This applicant uploaded document is the next 5 page(s) of this document.



SITE PLAN CONCEPT

PURA OHIO, LLC
DISPENSARY FACILITY

3504 Tuscarawas St W, Canton, OH



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_Evidence of Compliance with Local Ordinances - Canton.pdf**

NOTE: This applicant uploaded document is the next 2 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: Pura Ohio, LLC		
Physical Address and Name of Proposed Medical Marijuana Dispensary: 3504 Tuscarawas Street West - Pura		
City: Canton	County: Stark	
State: Ohio	Zip Code: 44708	Phone Number: (614) 679-8931
To be Completed by Zoning Authority or Local Government		
Jurisdiction of Zoning Office or Local Government City of Canton, Ohio		
Moratorium (Required to check one box) <input checked="" type="checkbox"/> The area of <u>City of Canton, OH</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>City of Canton, OH</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.		



Ohio Medical Marijuana Control Program Dispensary Application



Permit (Required to check one box)

☐ The Applicant has received local zoning approval and was issued a permit.
**If Applicant checks this box, Applicant must attach the permit issued.*

☒ The Applicant has applied for local zoning approval, but was not yet issued a permit.

☐ No zoning approval was applied for and no permit was received at this time.

Printed Name of Local Government Representative:

Darla S. Hinderer

Title:

Zoning Inspector

Signature:

Date:

November 7, 2017

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 Area Radius Map - Canton.pdf**

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



PURA OHIO, LLC
DISPENSARY FACILITY
 3504 Tuscarawas St. W Canton, OH 44708

500' RADIUS MAP
 SCALE: 1"=100'-0"

CRAIG E. DILLON, AIA
 REGISTERED ARCHITECT
 105 West High Street
 Springfield, Ohio
 937-323-7015

I, CRAIG DILLON HEREBY CERTIFY THAT THE PROPERTY SHOWN IS NOT IN VIOLATION OF THE RESTRICTIONS PERTAINING TO SECTIONS 3796.30 AND 5119.01 OF THE REVISED CODE. IN ADDITION, THE PROPERTY IS NOT LOCATED WITH 500 FEET OF A PROHIBITED FACILITY AS DEFINED UNDER 3796.30 OR A COMMUNITY ADDICTION SERVICES PROVIDER AS DEFINED UNDER SECTION 5119.01 OF THE REVISED CODE. I CERTIFY THIS MAP IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Craig E. Dillon
 STATE OF OHIO
 CRAIG E. DILLON
 11102
 REGISTERED ARCHITECT


CRAIG E. DILLON, LICENSE #0011102
 EXPIRATION DATE 12/31/2017

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

TRADE SECRET

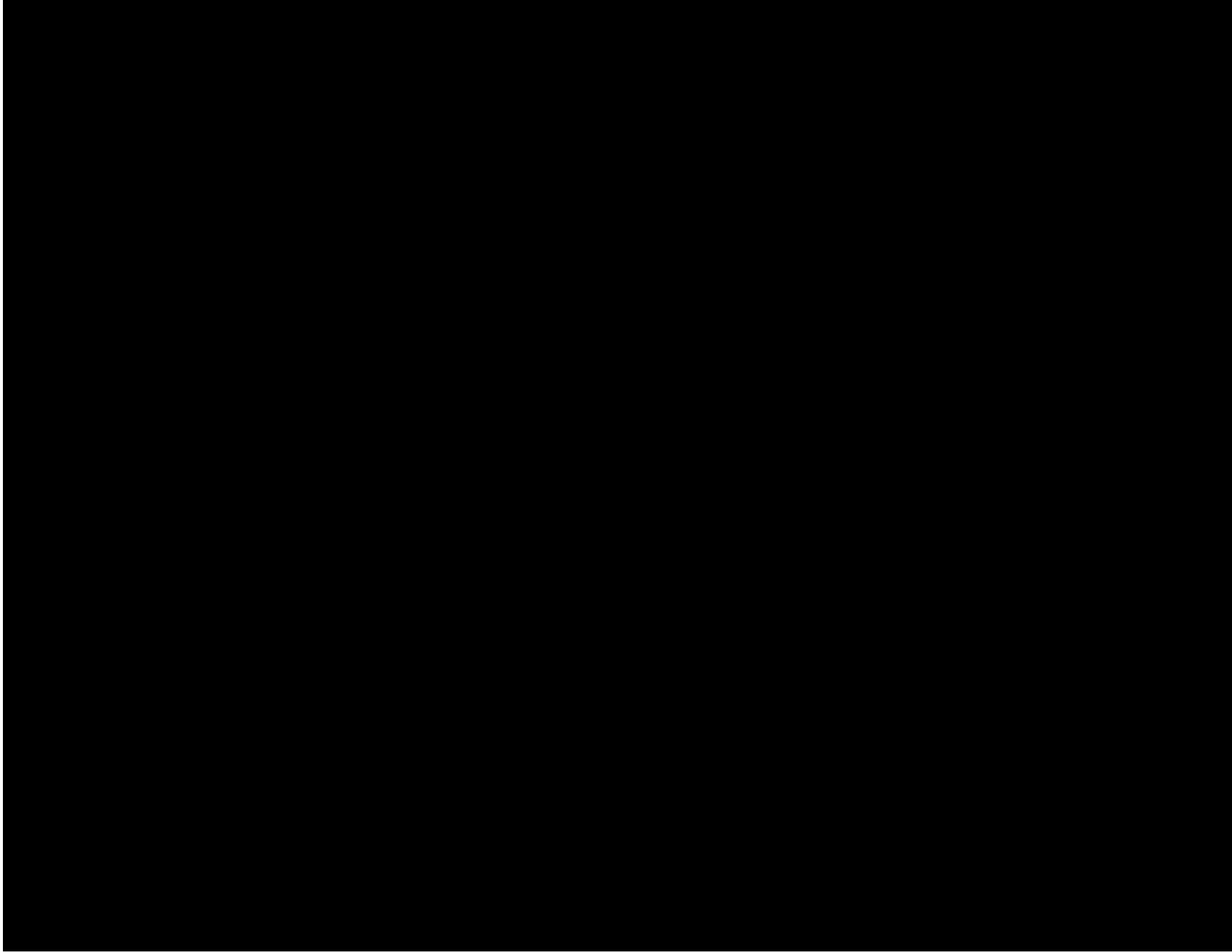


[illegible]

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_Business Startup Plan - Location 4.pdf**


NOTE: This applicant uploaded document is the next 4 page(s) of this document.



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

TRADE SECRET





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

Prospective Associated Key Employees (PAKEs) will oversee compliance with State Board of Pharmacy (SBOP) and Medical Marijuana Control Program (MMCP) regulations. PAKEs provided proof of eligibility and fingerprints to the Ohio Bureau of Criminal Identification and Investigation and FBI for a criminal records check, and will be in possession of MMCP identification cards when on dispensary premises.

Todd Appelbaum, Chief Executive Officer:

Ability to lead, motivate, and coordinate staff to meet financial and human resources goals. Will build organizational capacity and grow dispensary brand, positively influencing Ohio's public and private medical marijuana industry, and manage rapid, paradigm-shifting industry changes, including regulation changes.

Adam Levin, Advisory Board Chairman:

Ability to provide non-binding strategic business and operations advice to PAKEs and management. Will be a liaison between the Advisory Board and employees, attending company and organizational meetings, leading board meetings, and finding solutions for issues, while advising management on specific policies, topics, or regulatory procedures.

Paul Abramowitz, Chief Financial Officer:

Ability to provide oversight of accounting and internal accounting controls and financial reporting and compliance with regulations. Will develop financial performance metrics and SOPs for internal control and duties, accurate financial forecasts, cash flow procedures, and budgets. Will possess rapid problem-solving, logical decision-making, and risk management, insurance and benefits, and tax compliance and planning knowledge.

Brooke Gehring, Chief Compliance Officer:

Ability to translate federal and state pharmaceutical regulations into compliance plan, establishing an effective and compliant employee training program and maintaining ongoing compliance. Will work with the DCCM and the VP of Dispensary Operations to ensure full compliance while regularly reviewing company compliance policies and risk areas to increase compliance. Will remain up-to-date on relevant compliance issues and integrate changes.

Maxx Abramowitz, Chief Operating Officer:

Ability to direct daily operations, routinely reporting to CEO and CFO, as well as negotiating changes to compliance and operating positions with oversight of sales, marketing, compliance, operations, R&D, and branding, growing the company and ensuring seamless integration. Will assist in implementing changes and making the patient-centered vision a reality, while partnering with the CFO to build the brand and establish a company that will be an asset to Ohio.

Dr. Ehud Mendel, Chief Medical Advisor:

Ability to guide dispensary consulting, patient and caregiver education and educational materials creation, employee training, and all decisions on patient assistance. Will be a licensed physician with exceptional experience, directing educational materials and patient consulting in compliance with

SBOP, MMCP, and state and local requirements, focused on patient health.

Dan Williams, Chief Pharmaceutical Advisor:

Ability to knowledgeably recommend medical dispensary products for patient qualifying conditions, providing information to staff and consultants. Will advise the dispensary on pharmaceutical-industry best practices to ensure safety, efficacy, and effective patient treatment, and create patient-centered policies and educational materials to assist patients in selection of ideal products.

Nic Easley, Vice President of Dispensary Operations:

Ability and knowledge to guide employees and PAKEs confidently through every aspect of dispensary ownership and operation, and to grow and enhance the dispensary with new and more efficient operational processes and staff capabilities. Will provide oversight for daily operations, create and refine industry best practices, increase growth and efficiency, build effective teams, and use strategy to drive revenue.

Jackee Stang, Vice President of Operations:

Ability to oversee day-to-day dispensary operations and support bottom line and increasing growth. Will plan strategy while directing company operations to support goals, be top strategic advisor to the CEO and CFO, and find new growth areas or improvement areas. Will suggest dispensary improvements and evaluate employee to management reporting system for best informational flow, maintaining accountability and broad strategic vision.

Dr. James D. Koerner, Women's Health Advisor:

Ability to specifically advise and create female patient education policies and materials based on women's health concerns. Will develop metrics for sensitive procedures used by dispensary employees, caregivers, while helping connect with the community and patients through centered counseling.

Nathan Pingel, Quality Assurance Manager:

Ability to oversee and inspect incoming products and assess patient surveys to ensure only the highest quality medicines are sold at the dispensary. Responsible for vendor relationships and incorporating any necessary changes with vendors and/or their products. Will also uphold adherence to brand recognition principles for high quality medicinal marijuana products.

Walker Teekell, Dispensary Compliance Control Manager:

Ability to provide expert oversight of dispensary compliance and responsibility, including updated laws and regulations. Will perform internal compliance audits, track regulation changes, represent the dispensary at events, translate industry regulations for employees, ensure METRC and ERP are used correctly, and regularly review inspections and camera footage to ensure compliance.

Administrative Assistant:

Ability to support the VP of Operations in maintaining regular communication with employees. Will assist the VP of Operations in goals by schedule management and routine clerical, organizational, and assisting tasks.

Marketing Manager (MM):

Ability to forecast and recommend changes to marketing strategy for effective brand building. With the Brand Ambassador, the MM will work with sales to build best practices policies in marketing and sales for the dispensary. The Brand Ambassador will support the MM and promote industry relationships while increasing brand recognition.

Sales Manager (SM):

Ability to create and improve sales metrics, and meet metrics over time with the Sales Assistant. Working with the MM, the SM will regularly increase dispensary sales and benchmarks, following industry best practices to build brand recognition in Ohio. The Sales Assistant will support the and promote industry relationships to increase sales.

Systems Administrator (SA):

Ability to provide oversight of dispensary hardware and software systems including METRC and the ERP system. The SA will ensure that the systems are integrated, updated, organized, installed, and supportive of daily activities and regulatory audits. The SA will optimize the system regularly and control access.

IT Lead:

Ability to support the SA in administration, updating, software and hardware troubleshooting, and employee support.

General Counsel:

Ability to provide legal counsel with integrity, advise on legal and compliance issues without bias to make company initiatives transparent and successful.

Security:

Ability to maintain, evaluate, and update security SOPs and procedures, including evaluation of technology and security and surveillance systems. The Security (I.C.) will confer with the COO and the VP of Dispensary Operations to ensure security exceeds SBOP and MMCP requirements.

Controller:

Ability to manage financial statements, general ledger, cost accounting, payroll, accounts payable and receivable, budgeting, tax compliance, and financial analyses. The Controller will ensure company finances are handled compliantly through the ERP.

Dispensary Staff:

Ability to manage the dispensary and sell products safely and compliantly to patients and caregivers. Each dispensary will employ a Dispensary Manager, a Dispensary Assistant Manager, and three Retail Sales Associate/Patient Care Educators.

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.pdf**

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

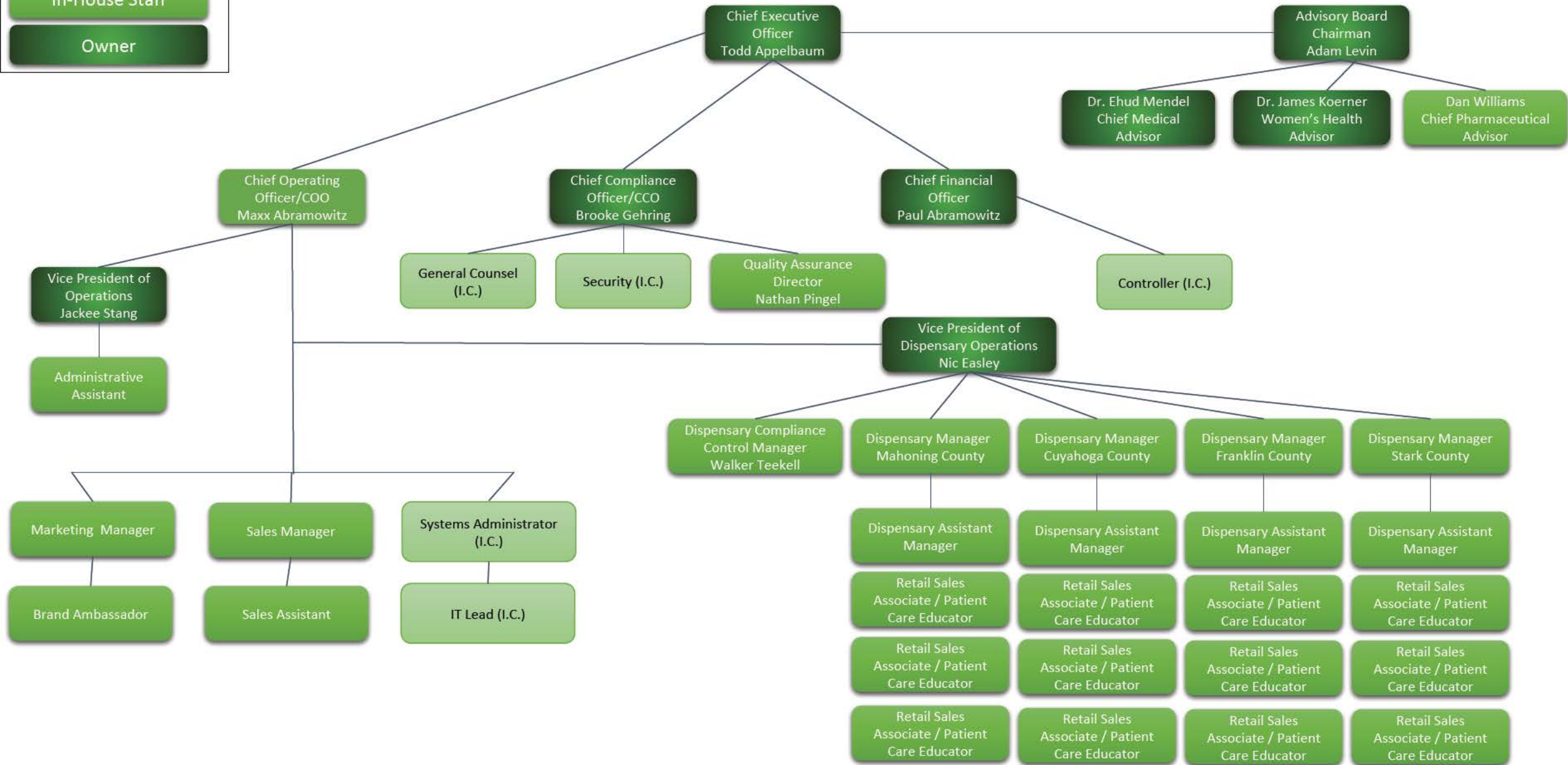
Legend

Independent
Contractor

In-House Staff

Owner

Pura Ohio, LLC Organizational Chart



Business Plan(Capital Requirements)

Item 1 of 5

C-5.1 Type of Capital

Private Checking

C-5.2 Source of Capital

Todd Jeffrey Appelbaum

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_Proof of Liquid Assets - PAKE 1 - Chase.pdf**

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

CHASE PRIVATE CLIENT

JPMorgan Chase Bank, N.A.
P O Box 859754
San Antonio, TX 78265 9754

September 01, 2017 through September 29, 2017

Primary Account: [REDACTED]

00006443 1 AV 00.373

**CUSTOMER SERVICE INFORMATION**

Web site: Chase.com
Service Center: 1-888-994-5626
Deaf and Hard of Hearing: 1-800-242-7383
International Calls: 1-713-262-1679



273600107200006443000100000000

We want to remind you about the overdraft service options that are available for your personal checking account(s)

We've included information on the last page of this statement to remind you about our overdraft services and associated fees. You can find more information about these services and fees online at chase.com/overdraft-services. Additionally, you can find ways to avoid overdraft fees at chase.com/AccountTips.

If you have questions, please call us anytime at the number on your statement.

We updated our Deposit Account Agreement

On August 27, 2017, we published an updated version of our Deposit Account Agreement.

You can get the latest Deposit Account Agreement at chase.com/disclosures, at a branch or by request when you call us. Please review these sections:

- General Account Terms, Section A, Deposit Records and Receipts: We updated this section to clarify that if the amount written on your deposit ticket is different from the total deposit you present, we can adjust your account for the difference
- General Account Terms, Section C, Overdrafts: We have added language to explain that we rely on transaction coding sent to us by the merchant or third party to determine whether a transaction is everyday or recurring.

Please call us at the number on this statement if you have any questions

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Private Client Checking	[REDACTED]	\$13,602.63	\$10,737.62
Chase Private Client Savings	[REDACTED]	474,895.65	198,240.27
Total		\$488,498.28	\$208,977.89

TOTAL ASSETS

\$488,498.28 **\$208,977.89**

All Summary Balances shown are as of September 29, 2017 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

Business Plan(Capital Requirements)

Item 2 of 5

C-5.1 Type of Capital

Private Savings

C-5.2 Source of Capital

Todd Jeffrey Appelbaum

C-5.3 Name and Address of financial institution

This response has been entirely redacted

C-5.4 Account Number

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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](#))

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P O Box 859754
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Primary Account: [REDACTED]

00006443 1 AV 00.373

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TOTAL ASSETS

\$488,498.28 **\$208,977.89**

All Summary Balances shown are as of September 29, 2017 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

Business Plan(Capital Requirements)

Item 3 of 5

C-5.1 Type of Capital

Checking

C-5.2 Source of Capital

Jackee Danielle Stang

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_Proof of Liquid Assets - PAKE 3.pdf**

NOTE: This applicant uploaded document is the next 4 page(s) of this document.

Bank of America
PO BOX 25118
TAMPA, FL 33622-5118

TRADE SECRET

Case Number

Date

November 13, 2017

Customer service

800.432.1000

Account information

bankofamerica.com

To:

As requested the below information is verification regarding the status of your deposit account(s) with us:

Type of account	Account ending	Current balance	Average balance	Date opened
Checking		\$1,163,496.14	N/A	11/1/17

The average balance information for accounts, if available, is based on the previous three months. For time deposit accounts, such as CDs the average balance information is not available.

We're here to help

We appreciate the opportunity to serve your financial needs. If you have questions, please call us at 800.432.1000.

The information provided is strictly confidential and intended for use solely by the requesting party and in reliance on your statement of intended purpose or use. The information is furnished as a matter of courtesy without a duty to do so and without responsibility, liability or warranty, express or implied, on the part of Bank of America to you or any third party. Information is obtained from electronic data sources, which may not represent all information in Bank of America's possession. Information is not guaranteed to be accurate and may be a matter of opinion. We do not accept any responsibility for errors, omissions or alterations after delivery. The information is constantly changing and therefore subject to change without notice. Bank of America will not update this response unless another written inquiry is received. This information applies to the name of the subject of the inquiry as styled in your request and does not include any indirect or related accounts or obligations, unless expressly specified in our response. Bank of America encourages you to contact more than one credit reference prior to making any credit decision. If you received this response by fax, and you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of the information contained in this message is strictly prohibited. If you have received this communication in error, please notify us immediately and return the message to us by mail.

Date: 11/4/2017 Time: 12:37:16 PM (US Central Time) Scanned From IP:10.166.57.137



Business Resolution or Authorization for Opening and Maintaining Banking Relationship

Name of Business [REDACTED]

Account Number [REDACTED]

State where Organized/Registered/Principal Place of Business [REDACTED]

TIN [REDACTED]

Business Type:

☐ Sole Proprietor

☐ Corporation

☒ Limited Liability Company

☐ Partnership

☐ Unincorporated Association

☐ Other

I, Resolved, that (the "Bank") is hereby designated as a depository of the Business and that deposit accounts and/or time deposits (CDs) be opened and maintained in the name of this Business with the Bank in accordance with the terms of the Bank's Deposit Agreement and Disclosures and the applicable rules and regulations for such accounts; that any one of the following authorized representatives, officers, employees, partners, members, managers, as applicable ("Authorized Person"):

Name [REDACTED] Title/Status [REDACTED]

Name _____ Title/Status _____

Name _____ Title/Status _____

Name _____ Title/Status _____

is hereby authorized, on behalf of this Business and in its name, to execute and to sign any application, deposit agreement-related, signature card and any other documentation required by the Bank to open said accounts; to sign checks, drafts, notes, bills of exchange, acceptances, time deposits (CDs) or other orders for payment of money; to endorse checks, drafts, notes, bills, time deposits (CDs) or other instruments owned or held by this Business for deposit with Bank or for collection or discount by the Bank; to accept drafts, acceptances, and other instruments payable at the Bank; to place orders with the Bank for the purchase and sale of foreign currencies on behalf of this Business; to execute and deliver an electronic fund transfers agreement and to make transfers or withdrawals by electronic transfer on behalf of the Business; to obtain an access device (including but not limited to a card, code, or other means of access to the Business's accounts) that may be used for the purpose of initiating electronic fund transfers [Business agrees and acknowledges that neither the Electronic Funds Transfer Act (15 U.S.C. 1693 et seq.) nor Regulation E (12 C.F.R. Part 205) are applicable to any such access device]; to establish and maintain a night deposit relationship; to execute and deliver a wire transfer agreement and to request, or to appoint or delegate from time to time, such persons who may request wires of funds; to enter into any agreements with the Bank for the provision by the Bank of various Treasury Management services to this Business as such Authorized Person may determine, in his or her sole discretion, and to sign any and all documents and take all actions required by Bank relative to such Treasury Management services or the performance of the Business's obligations thereunder, and that any such Treasury Management agreement(s) shall remain in full force and effect until written notice to terminate given in accordance with the terms of any such agreement shall have been received by the Bank and that such termination shall not affect any action taken by the Bank prior to such termination; to rent or lease a safe deposit box from the Bank, to execute the rental agreement or lease, to enter the safe deposit box and to terminate the rental agreement or lease; to take whatever other actions or enter into whatever other agreements relating to the accounts or investment of funds in such accounts with the Bank and to execute, amend, supplement and deliver to Bank such agreements on behalf of the Business upon such terms and conditions as such Authorized Person may deem appropriate and to appoint and delegate, from time to time, such person(s) who may be authorized to enter into such agreements and take any other actions pursuant to such agreements in connection with said accounts that the Authorized Person deems necessary; and to waive presentment, demand, protest, and notice of protest or dishonor of any check, note, bill, draft, or other instrument made, drawn or endorsed by this Business; and

2. Further Resolved, that the Bank be and is hereby authorized to honor, receive, certify, pay or exchange for another instrument all instruments signed in accordance with the foregoing Resolution or Authorization, as applicable, even though such payment may create an overdraft or even though such instruments may be drawn, signed or endorsed to the order of any Authorized Person signing the same or tendered by such Authorized Person or a third party for exchange or cashing, or in payment of the individual obligation of such Authorized Person, or for deposit to such Authorized Person personal account and Bank shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any instrument signed in accordance with the foregoing Resolution or Authorization, as applicable, or the application or disposition of such instrument or the proceeds thereof; and, further, that the Bank is authorized to honor any instructions regarding withdrawals, orders for payment or transfer of funds whether oral, by telephone or electronic means if such withdrawal, orders or transfer are initiated by an Authorized Person; and

3. Further Resolved, that the Bank be and is hereby requested, authorized and directed to honor and to treat as authorized, checks, drafts or other orders for the payment of money drawn or purportedly drawn in this Business's name, including those payable to the individual order of any person

NCA

00-14-9120M 09-2017



Page 1 of 3

Date: 11/4/2017 Time: 12:37:16 PM (US Central Time) Scanned From IP:10.166.57.137

Account Number: [REDACTED]

whose name appears thereon as signer thereof, when bearing or purporting to bear the facsimile signature of an Authorized Person authorized in the foregoing Resolution or Authorization, as applicable and Bank shall be entitled to honor, to treat as authorized, and to charge this Business for such checks, drafts, or other orders regardless of by whom or by what means the actual or purported facsimile signature thereon may have been affixed thereto, if such signature resembles the facsimile specimen duly certified to or filed with the Bank by the appropriate Authorized Person or if such facsimile signature resembles any facsimile signature previously affixed to any check, draft, or other order drawn in the Business's name, which check, draft, or other order was accepted and paid without timely objection by the Business, thereby ratifying the use of such facsimile signature; and the Business hereby indemnifies and holds the Bank harmless against any and all loss, cost, damage or expense suffered or incurred by the Bank arising out of or in any way related to the misuse or unlawful or unauthorized use by a person of such facsimile signature; and

4. Further Resolved, that endorsements for deposit may be evidenced by the name of the Business being written or stamped on the check or other instrument deposited, without designation of the party making the endorsement, and the Bank is authorized to supply any endorsement on any instrument tendered for deposit or collection; and

5. Further Resolved, that the appropriate Authorized Person of this Business shall certify to the Bank names and signatures of persons authorized to act on behalf of this Business under the foregoing Resolution or Authorization, as applicable, and in the event a change occurs in the identity of the Authorized Person, the undersigned shall immediately report, furnish and certify such changes to Bank and shall submit to the Bank a new account signature card reflecting such change(s) in order to make such changes effective and the Bank shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, losses, or damages resulting from, or growing out of, honoring the signature of any Authorized Person so certified, or refusing to honor any signature not so certified; and

6. Further Resolved, that the foregoing Resolution or Authorization, as applicable, shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as the Bank is concerned until three (3) business days after Bank is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by the Bank prior thereto; and

7. Further Resolved, that all transactions by the undersigned, or any Authorized Person on its behalf and in its name with the Bank prior to the delivery to Bank of a certified copy of the foregoing Resolution or Authorization, as applicable, are, in all respects, hereby ratified, confirmed, approved and adopted; and

8. Further Resolved, that the appropriate Authorized Person be and hereby is, authorized and directed to certify these Resolutions or Authorizations, as applicable, to the Bank and that the provisions hereof are in conformity with the Business's Articles of Incorporation, Articles of Association, Articles of Organization, Charter, Rules, Agreement, Operating Agreement (or other Agreement), and/or Bylaws, as applicable, and that the appropriate Authorized Person be, and hereby is, authorized and directed to certify, from time to time hereafter, the names of the holders of the above authorized titles and their signatures on any signature card or other documentation required by said Bank.

Sections 9, 10, 11 are applicable only if Partnership is checked on Page 1

9. That the undersigned shall certify to Bank the names and signatures of the Authorized Person authorized to act on behalf of this Business under the foregoing instructions and notwithstanding any modifications or termination of any of the power of any of the above-named Authorized Persons to represent said Business, whether by expiration of the Partnership Agreement, by death or retirement of any, or by the accession of one or more new Partners, or otherwise, and notwithstanding any other notice thereof Bank may receive, this authority shall continue to be binding upon each of the undersigned individually and upon our legal representatives, and upon said Partnership and its successors, until written notice to the contrary, signed by one of the undersigned or on his/her behalf by his/her duly authorized agent or representative, shall have been received by the Bank; provided, however that the foregoing instructions shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as Bank is concerned until Bank has a reasonable time to act upon such notice to the contrary and such reasonable time cannot be less than three (3) business days after the Bank is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by the Bank prior thereto; and

10. That if any other persons become interested in the Partnership as a Partner or other interested party in the business dealings of the Partnership, or if there is any change in the Partnership that might change the relationship of the Partners or the depository relationship with the Bank, or if said business shall become incorporated, the undersigned shall notify the Bank promptly; and

11. That it is expressly understood and agreed that each Partner is and shall be personally liable for the actions taken pursuant to authority granted herein and that the rights evidenced by or contained in this Business Resolution or Authorization, as applicable, are in addition to, and not in limitation of the rights inherent in a Partner; and

Sections 12, 13, 14 are applicable only if Sole Proprietor is checked on Page 1

12. That if any other person, firm or corporation acquires any right, title or interest in the Business or if my relationship thereto as sole owner be altered in any way, or if said Business shall become incorporated, the undersigned shall notify the Bank promptly; and

13. That in consideration of your acceptance of the accounts of said Business under the foregoing name and style, I agree to protect and indemnify Bank against all loss or liability, including court costs and attorney fees, arising from or growing out of the acceptance by said Bank for payment of credit of checks, drafts, notes, bills of exchange, acceptances, certificates of deposits or other orders and instruments drawn to the order of and endorsed in my name and/or in the name of said Business; and


NCA

00-14-9120M 09-2017



Page 2 of 3

Date: 11/4/2017 Time: 12:37:16 PM (US Central Time) Scanned From IP:10.166.57.137

Account Number: 

14. That the undersigned has signed, acknowledged and filed in the proper office of the state of the Business's principal place of business any document(s) which may be required by the laws of said state to be filed by a person doing business under a fictitious or assumed name, if applicable.

In Witness Whereof, I certify that I am duly authorized to execute this Resolution or Authorization, as applicable, on behalf of the Business, and intending to bind the Business. I have hereunto subscribed my name, in my capacity to certify the adoption of the Resolution or Authorization, this 1st day of November, 2017


Signature of Authorized Business Representative / Title

Bank Information

Date

Financial Center Name

Employee's Name

Employee's Phone Number



NCA

00-14-9120M 09-2017



Page 3 of 3

Business Plan(Capital Requirements)

Item 4 of 5

C-5.1 Type of Capital

Select UMA Active Assets

C-5.2 Source of Capital

Paul Abramowitz

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_Proof of Liquid Assets - PAKE 2.pdf**

NOTE: This applicant uploaded document is the next 4 page(s) of this document.

Morgan Stanley

CLIENT STATEMENT | For the Period October 1 -31, 2017

STATEMENT FOR:

[REDACTED]

TOTAL VALUE OF YOUR ACCOUNT (as of 10/31/17)

\$1,352,800.88

Your Financial Advisor Team

[REDACTED]

Your Branch

[REDACTED]

[REDACTED]

Client Service Center (24 Hours a Day; 7 Days a Week): 800-869-3326

Access Your Account Online: www.morganstanley.com/online

[REDACTED]

Morgan Stanley

CLIENT STATEMENT | For the Period October 1-31, 2017

Page 2 of 42

Standard Disclosures

The following Disclosures are applicable to the enclosed statement(s). Expanded Disclosures are attached to your most recent June and December Statement (or your first Statement if you have not received a statement for those months). The Expanded Disclosures are also available by selecting Account Documents when you log on to www.morganstanley.com/online or, call 800-869-3326.

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Errors and Inquiries

Be sure to review your statement promptly, and immediately address any concerns regarding entries that you do not understand or believe were made in error by contacting the Branch Manager of the office where you maintain your account. Oral communications regarding any inaccuracy or discrepancy in this statement should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). Your statement will be deemed correct unless we receive a written inquiry of a suspected error. See your account documentation for special rules regarding your rights and responsibilities with respect to erroneous electronic fund transfers, including a description of the transfers covered. For concerns or complaints, contact our Client Relations Department at (866) 227-2256.

Senior Investor Helpline

In order to provide Morgan Stanley's senior investor clients a convenient way to communicate with us, we offer a Senior Investor Helpline. Senior Investors or those acting on their behalf may call (800) 280-4534, Monday-Friday 9am-7pm Eastern Time.

Availability of Free Credit Balances and Financial Statements

Under the customer protection rules of the SEC 17 CFR §240.15c3-3, we may use funds comprising free credit balances carried for customer accounts here, provided that these funds are payable to customers on demand (i.e., are free of a lien or right of set-off in our favor or on behalf of some third party to whom you have given control). A financial statement of this organization is available for your personal inspection at its offices, or a copy will be mailed to you upon your written request.

Listed Options

Information with respect to commissions and other charges related to the execution of options transactions has been included in confirmations of such transactions previously furnished to you and such information will be made available to you promptly at your request. Promptly advise us of any material change in your investment objectives or financial situation.

Important Information If you are a Margin Customer(not available for certain retirement accounts)

If you have margin privileges, you may borrow money from us in exchange for pledging assets in your accounts as collateral for any outstanding margin loan. The amount you may borrow is based on the value of the eligible securities in your margin accounts. If a security has eligible shares, the number of shares pledged as collateral will be indicated below the position.

Margin Interest Charges

We calculate interest charges on margin loans as follows: (1) multiply the applicable margin interest rate by the daily close of business net settled debit balance, and (2) divide by 360 (days). Margin interest accrues daily throughout the month and is added to your debit balance at month-end. The month-end interest charge is the sum of the daily accrued interest calculations for the month. We add the accrued interest to your debit balance and start a new calculation each time the applicable interest rate changes and at the close of every statement month. For interest rate information, log into your Morgan Stanley account at morganstanley.com/online. Select your account with a Margin agreement and click Interest Rates for more information.

Information regarding Special Memorandum Account

If you have a Margin Account, this is a combined statement of your Margin Account and Special Memorandum Account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection at your request.

Important Information About Auction Rate Securities

For certain Auction Rate Securities there is no or limited liquidity. Therefore, the price(s) for these Auction Rate Securities are indicated by N/A (not available). There can be no assurance that a successful auction will occur or that a secondary market exists or will develop for a particular security.

Structured Investments Risks and Considerations

Structured Investments (Structured Products) are complex products and may be subject to special risks. Investors should consider the concentration risk of owning the related security and their total exposure to any underlying asset. Structured Investments, which may appear in various statement product categories and are identified on the Position Description Details line as "Asset Class: Struct Inv," may not perform in a manner consistent with the statement product category where they appear and therefore may not satisfy portfolio asset allocation needs for that category. For information on the risks and conflicts of interest related to Structured Investments generally, log in to Morgan Stanley Online and go to

www.morganstanley.com/structuredproductsrisksandconflicts.

Security Measures

This statement features several embedded security elements to safeguard its authenticity. One is a unique blue security rectangle, printed in heat-sensitive ink on the back of every page. When exposed to warmth, the color will disappear, and then reappear.

SIPC Protection

We are a member of Securities Investor Protection Corporation (SIPC), which protects securities of its customers up to \$500,000 (including \$250,000 for claims for cash). An explanatory brochure is available upon request or at www.sipc.org. Losses due to market fluctuation are not protected by SIPC and assets not held with us may not be covered by SIPC protection. To obtain information about SIPC, including an explanatory SIPC brochure, contact SIPC at 1-202-371-8300 or visit www.sipc.org.

Transaction Dates and Conditions

Upon written request, we will furnish the date and time of a transaction and the name of the other party to a transaction. We and/or our affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits and the source and amount of any other remuneration received or to be received by us in connection with any transaction will be furnished upon written request.

Equity Research Ratings Definitions and Global Investment Manager Analysis Status

Some equity securities may have research ratings from Morgan Stanley & Co. LLC or Morningstar, Inc. Research ratings are the research providers' opinions and not representations or guarantees of performance. For more information about each research provider's rating system, see the Research Ratings on your most recent June or December statement (or your first statement if you have not received a statement for those months). go to www.morganstanley.com/online or refer to the research provider's research report. Research reports contain more complete information concerning the analyst's views and you should read the entire research report and not infer its contents from the rating alone. If your account contains an advisory component or is an advisory account, a GIMA status will apply.

Credit Ratings from Moody's Investors Service and Standard & Poor's
The credit rating from Moody's Investors Service and Standard & Poor's may be shown for certain securities. All credit ratings represent the opinions of the provider and are not representations or guarantees of performance. Please contact us if you need further information or assistance in interpreting these credit ratings.

Revised 10/2017

Morgan Stanley

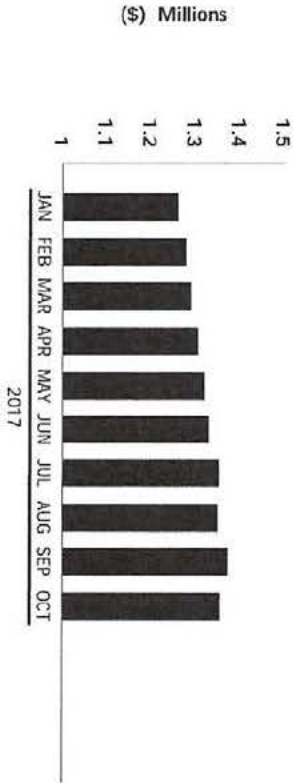
CLIENT STATEMENT | For the Period October 1-31, 2017

Account Summary

CHANGE IN VALUE OF YOUR ACCOUNTS (includes accrued interest)

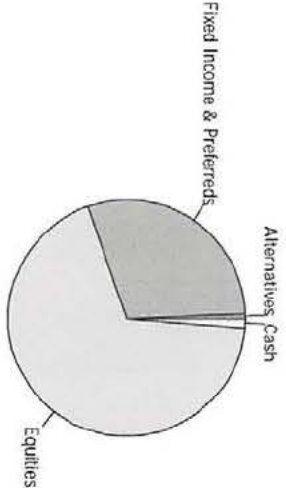
	This Period (10/1/17-10/31/17)	This Year (1/1/17-10/31/17)
TOTAL BEGINNING VALUE	\$1,372,660.19	—
Credits	—	1,255,000.00
Debits	(35,114.70)	(45,651.67)
Security Transfers	—	—
Net Credits/Debits/Transfers	\$(35,114.70)	\$1,209,348.33
Change in Value	15,255.39	143,452.55
TOTAL ENDING VALUE	\$1,352,800.88	\$1,352,800.88

MARKET VALUE OVER TIME



ASSET ALLOCATION (includes accrued interest)

	Market Value	Percentage
Cash	\$17,181.93	1.27
Equities	923,943.68	68.30
Fixed Income & Preferreds	402,548.63	29.76
Alternatives	9,126.64	0.67
TOTAL VALUE	\$1,352,800.88	100.00%



Morgan Stanley

CLIENT STATEMENT | For the Period October 1-31, 2017

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Account Summary

BALANCE SHEET (^ Includes accrued interest)

	Last Period (as of 9/30/17)	This Period (as of 10/31/17)
Cash, BDP, MMFS	\$23,448.93	\$30,374.96
Stocks	408,388.15	383,260.66
ETFs & CEFs	228,715.55	279,661.97
Municipal Bonds ^	258,806.26	271,088.84
Mutual Funds	452,614.82	401,607.48
Net Unsettled Purchases/Sales	686.48	(13,193.03)
Total Assets	\$1,372,660.19	\$1,352,800.88
Total Liabilities (outstanding balance)	—	—
TOTAL VALUE	\$1,372,660.19	\$1,352,800.88

INCOME AND DISTRIBUTION SUMMARY

	This Period (10/1/17-10/31/17)	This Year (1/1/17-10/31/17)
Qualified Dividends	\$408.90	\$4,187.75
Other Dividends	352.02	5,008.76
Interest	0.48	8.74
Total Taxable Income And Distributions	\$761.40	\$9,205.25
Dividends	223.44	1,812.60
Interest	252.78	3,927.78
Total Tax-Exempt Income	\$476.22	\$5,740.38
TOTAL INCOME AND DISTRIBUTIONS	\$1,237.62	\$14,945.63

CASH FLOW

	This Period (10/1/17-10/31/17)	This Year (1/1/17-10/31/17)
OPENING CASH, BDP, MMFS	\$23,448.93	—
Purchases	(137,711.34)	(1,485,817.27)
Sales and Redemptions	164,634.94	278,705.24
Prior Net Unsettled Purch/Sales	686.48	N/A
Net Unsettled Purch/Sales	13,193.03	13,193.03
Income and Distributions	1,237.62	14,945.63
Total Investment Related Activity	\$42,040.73	\$(1,178,973.37)
Electronic Transfers-Credits	—	1,255,000.00
Electronic Transfers-Debits	(31,000.00)	(31,000.00)
Other Debits	(4,114.70)	(14,651.67)
Total Cash Related Activity	\$(35,114.70)	\$1,209,348.33
Total Card/Check Activity	—	—
CLOSING CASH, BDP, MMFS	\$30,374.96	\$30,374.96

GAIN/(LOSS) SUMMARY

	Realized This Period (10/1/17-10/31/17)	Realized This Year (1/1/17-10/31/17)	Unrealized Inception to Date (as of 10/31/17)
Short-Term Gain	\$17,922.06	\$23,610.71	\$123,350.94
Short-Term (Loss)	(330.97)	(2,083.83)	(15,880.91)
Total Short-Term	\$17,591.09	\$21,526.88	\$107,470.03
Disallowed Loss	\$18.35	\$31.29	

Business Plan(Capital Requirements)

Item 5 of 5

C-5.1 Type of Capital

Trust

C-5.2 Source of Capital

Todd Jeffrey Appelbaum

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_Proof of Liquid Assets - PAKE 1 - Morgan Stanley.pdf**

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

TRADE SECRET

CLIENT STATEMENT

For the Period September 1-30, 2017

Morgan Stanley

STATEMENT PACKAGE FOR:



TOTAL VALUE OF YOUR ACCOUNTS (as of 9/30/17)
Includes Accrued Interest

\$467,667.89

Morgan Stanley Smith Barney LLC, Member SIPC.

Your Financial Advisor Team



Your Branch



015555 MSDDD213 020254



Client Service Center (24 Hours a Day; 7 Days a Week): 800-869-3326

Access Your Accounts Online: www.morganstanley.com/online



CLIENT STATEMENT | For the Period September 1-30, 2017

Morgan Stanley

Page 2 of 10

Consolidated Summary

OVERVIEW OF YOUR ACCOUNTS (includes accrued interest)

Although only whole dollar amounts are displayed below, both dollars and cents are used to calculate all totals. Manually summing the individual line items may not equal the actual total displayed. Refer to Account Statements for details.

	Account Number	Beginning Value (9/1/17)	Funds Credited/(Debited)	Security/Currency Transfers Rcvd/(Dvtd)	Change in Value	Ending Value (9/30/17)	Income/Dist This Period/YTD	YTD Realized Gain/(Loss) (Total ST/LT)	Unrealized Gain/(Loss) (Total ST/LT)	Pa
TOTAL FOR ALL ACCOUNTS										
Trust Accounts		\$460,466	—	—	\$7,201	\$467,667	\$1,426	—	\$240	
							\$8,314	—	\$33,406	
Total Trust Accounts		\$460,466	—	—	\$7,201	\$467,667	\$1,426	—	\$240	
							\$8,314	—	\$33,406	
Liquidity Access Line Accounts (These accounts are not included in the Consolidated Summary balances.)										

- See Account Summary and/or Account Detail -

This summary may include assets held in either brokerage and/or advisory accounts. Visit <http://www.morganstanley.com/disclosure> to understand the differences between brokerage and advisory accounts. Refer to Individual Account Gain/(Loss) Summary and Expanded Disclosures for additional information. Accounts with no balances, holdings or activity year-to-date are not displayed on this page. eDel: This account is enrolled in eDelivery.

CLIENT STATEMENT | For the Period September 1-30, 2017

Consolidated Summary

CHANGE IN VALUE OF YOUR ACCOUNTS (includes accrued interest)

	This Period (9/1/17-9/30/17)	This Year (1/1/17-9/30/17)
TOTAL BEGINNING VALUE	\$460,466.60	\$449,260.06
Credits	—	—
Debits	—	—
Security Transfers	—	—
Net Credits/Debits/Transfers	—	—
Change in Value	7,201.29	18,407.83
TOTAL ENDING VALUE	\$467,667.89	\$467,667.89

Net Credits / Debits include investment advisory fees as applicable. See Activity section for details.

ASSET ALLOCATION (includes accrued interest)

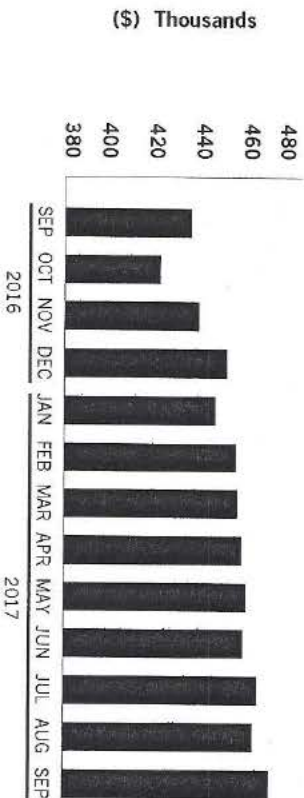
	Market Value	Percentage
Cash	\$49,921.24	10.67
Equities	370,462.49	79.21
Fixed Income & Preferreds	47,284.16	10.11
TOTAL VALUE	\$467,667.89	100.00%

FDIC rules apply and Bank Deposits are eligible for FDIC insurance but are not covered by SIPC. Cash and securities (including MMFs) are eligible for SIPC coverage. See Expanded Disclosures. Values may include assets externally held, which are provided to you as a courtesy, and may not be covered by SIPC. For additional information, refer to the corresponding section of this statement.

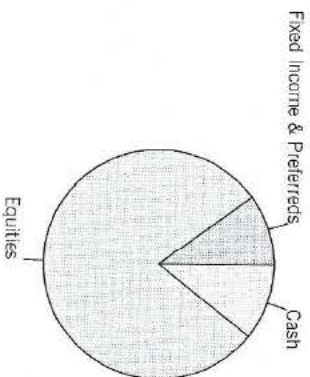
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MARKET VALUE OVER TIME

The below chart displays the most recent thirteen months of Market Value.



This chart does not reflect corrections to Market Value made subsequent to the dates depicted. It may exclude transactions in Annuities or positions where we are not the custodian, which could delay the reporting of Market Value.



This asset allocation represents holdings on a trade date basis, and projected settled Cash/BDP and MMF balances. These classifications do not constitute a recommendation and may differ from the classification of instruments for regulatory or tax purposes.

CONSOLIDATED SUMMARY	PERSONAL ACCOUNTS	RETIREMENT ACCOUNTS	EDUCATION ACCOUNTS	TRUST ACCOUNTS	BUSINESS ACCOUNTS	LIQUIDITY ACCESS LINE ACCOUNTS
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CLIENT STATEMENT | For the Period September 1-30, 2017

Morgan Stanley

Consolidated Summary

BALANCE SHEET (* includes accrued interest)

	Last Period (as of 8/31/17)	This Period (as of 9/30/17)
Cash, BDP, MMFs	\$48,574.23	\$49,921.24
Stocks	310,758.44	315,556.61
Mutual Funds	101,133.93	102,190.04
Total Assets	\$460,466.60	\$467,667.89
Total Liabilities (outstanding balance)	—	—
TOTAL VALUE	\$460,466.60	\$467,667.89

CASH FLOW

	This Period (9/1/17-9/30/17)	This Year (1/1/17-9/30/17)
OPENING CASH, BDP, MMFs	\$48,574.23	\$42,708.00
Dividend Reinvestments	(79.55)	(1,203.31)
Income and Distributions	1,426.56	8,416.55
Total Investment Related Activity	\$1,347.01	\$7,213.24
Total Cash Related Activity	—	—
Total Card/Check Activity	—	—
CLOSING CASH, BDP, MMFs	\$49,921.24	\$49,921.24

Standard Disclosures

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Security Measures

Morgan Stanley



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Revised 09/2017

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Page 6 of 10

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Business Plan(Business History and Experience)

Item 1 of 12

C-6.1 First Name

Adam

C-6.2 Middle Name

Ezra

C-6.3 Last Name

Levin

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

High Times Holding Co.

C-6.6 Business Address

10900 Wilshire Blvd Penthouse, Los Angeles, CA 90024

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

YES

C-6.8 Dates

March 1, 2017 - Present

Business Plan(Business History and Experience)

Item 2 of 12

C-6.1 First Name

Brooke

C-6.2 Middle Name

Ellen

C-6.3 Last Name

Gehring

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

FGS Inc.

C-6.6 Business Address

5775 E. 39th Avenue, Denver, CO 80207

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

YES

C-6.8 Dates

January 2014 - Present

Business Plan(Business History and Experience)

Item 3 of 12

C-6.1 First Name

Daniel

C-6.2 Middle Name

Stephen

C-6.3 Last Name

Williams

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

Person Exercising Substantial Control

C-6.5 Business Name

Discount Drug Mart #68

C-6.6 Business Address

5599 North Hamilton Rd., Columbus, OH 43230

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

NO

C-6.8 Dates

November 2004 - Present

Business Plan(Business History and Experience)

Item 4 of 12

C-6.1 First Name

Ehud

C-6.2 Middle Name

No response provided by applicant

C-6.3 Last Name

Mendel

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

Professor of Neurosurgery, Oncology, Orthopaedics, and Systems Engineering

C-6.5 Business Name

The Ohio State University Wexner Medical Center and James Cancer Center

C-6.6 Business Address

N1037 Doan Hall, 410 W 10th Ave, Columbus, OH, 43210

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

NO

C-6.8 Dates

September 2006 - Present

Business Plan(Business History and Experience)

Item 5 of 12

C-6.1 First Name

Jackee

C-6.2 Middle Name

Danielle

C-6.3 Last Name

Stang

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

High Times Holding Co.

C-6.6 Business Address

10900 Wilshire Blvd Penthouse, Los Angeles, CA 90024

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

YES

C-6.8 Dates

January 2015 - Present

Business Plan(Business History and Experience)

Item 6 of 12

C-6.1 First Name

James

C-6.2 Middle Name

Dario

C-6.3 Last Name

Koerner

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

Physician

C-6.5 Business Name

Memorial Hospital Nacogdoches

C-6.6 Business Address

1204 Mound Street, Nacogdoches, TX, 75961

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

NO

C-6.8 Dates

August 2015-Present

Business Plan(Business History and Experience)

Item 7 of 12

C-6.1 First Name

Israel

C-6.2 Middle Name

Maxx

C-6.3 Last Name

Abramowitz

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

Person Exercising Substantial Control

C-6.5 Business Name

Oreva Capital

C-6.6 Business Address

200 Dorado Beach Unit 3532 Dorado, PR 00646

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

YES

C-6.8 Dates

March 1st, 2017 - Present

Business Plan(Business History and Experience)

Item 8 of 12

C-6.1 First Name

Nicholas

C-6.2 Middle Name

Todd

C-6.3 Last Name

Easley

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

3C Consulting, LLC

C-6.6 Business Address

2785 N. Speer Blvd, Suite 4, Denver, CO 80211

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

YES

C-6.8 Dates

November 2015 - Present

Business Plan(Business History and Experience)

Item 9 of 12

C-6.1 First Name

Paul

C-6.2 Middle Name

No response provided by applicant

C-6.3 Last Name

Abramowitz

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

Liquidity Capital Group

C-6.6 Business Address

16659 Ashley Oaks, Encino, Ca. 91436

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

YES

C-6.8 Dates

2012 to Present

Business Plan(Business History and Experience)

Item 10 of 12

C-6.1 First Name

Todd

C-6.2 Middle Name

Jeffrey

C-6.3 Last Name

Appelbaum

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

Entrepreneur & Investor

C-6.5 Business Name

N/A

C-6.6 Business Address

190 Stanbery Ave, Columbus, OH 43209

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

YES

C-6.8 Dates

Jan 2005-Present

Business Plan(Business History and Experience)

Item 11 of 12

C-6.1 First Name

Benjamin

C-6.2 Middle Name

Walker

C-6.3 Last Name

Teekell

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

Key Badge Employee

C-6.5 Business Name

Natural Selections

C-6.6 Business Address

920 W 104th Ave, Northglenn, CO 80260

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

YES

C-6.8 Dates

7 April 2016 - 17 July 2017

Business Plan(Business History and Experience)

Item 12 of 12

C-6.1 First Name

Nathan

C-6.2 Middle Name

William

C-6.3 Last Name

Pingel

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

Pingel Design Group

C-6.6 Business Address

426 E. Whittier Street, Columbus, OH 43206

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

YES

C-6.8 Dates

2002 - Present

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.

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Todd Appelbaum, Chief Executive Officer:

A dynamic, successful entrepreneur who has created and successfully operated a restaurant chain and consults with various food service/manufacturing startup companies. Todd is Managing Director of Liquidity Capital Group and Partner at Urban IV Residential, LLC, and RosenSmith Partners real estate investment and development firm. He was a successful CEO of Cup o' Joe, a coffee/dessert house, and MoJoe Lounge that he grew to ten locations. Todd has volunteered and served as board member for four 501(c)(3) nonprofit organizations, and sat on the Board of Trustees for a bank and a city redevelopment board; been recognized and awarded twice for leadership in business and community involvement; and has received national recognition for outstanding community service. Todd brings real estate, business development, financial, and business startup and operational experience to this organization, as well as drive to succeed and help the community.

Paul Abramowitz, Chief Financial Officer:

Paul holds a Masters in Business Administration, is a former CPA, and is Founder and Director of Liquidity Capital Group. Paul served as Vice President and Chief Financial Officer of a national health care company operating hospitals and nursing homes in many states, and was CEO of a national nonprofit museum. He has strategic high-level advising, financial management, corporate development, entrepreneurship, and public accounting ability, and has served as a volunteer Board Member of a national charitable organization bringing communities together through music. Paul currently serves as regional Board Member of a national charity training animals to encourage physically challenged patients' independence.

Adam Levin, Advisory Board Chairman:

Chairman and CEO of High Times Holding Co., with oversight of day-to-day operations and company vision, and Managing Director of Oreva Capital with oversight of executive and investment committees. Adam has built companies for 17 years as founder, senior executive, investor, and advisor; he is an experienced entrepreneur with operational and strategic development strategy expertise. Adam speaks at private investment conferences, and has been featured in The Wall Street Journal, The New York Times, Fortune, Bloomberg, and Entrepreneur. Adam's interest in medical marijuana is personal; he is actively involved with CannaKids, NORML, and Jewish Big Brothers.

Brooke Gehring, Chief Compliance Officer:

CEO of Patients Choice of Colorado, responsible for operations oversight and management, compliance, PR, policy, and marijuana industry regulation navigation. Brooke grew up in Ohio, and graduated from Miami University. She has grown Patients Choice to \$10 million in annual revenue with 75 workers and 26 Colorado marijuana licenses. She participates in stakeholder rulemaking and lobbying processes at all levels, and is a member of the Marijuana Industry Group (MIG), Council for Responsible Cannabis Regulation (CRCR), National Cannabis Industry Association (NCIA), Women GROW, and formerly Cannabis Business Alliance (CBA). Brooke founded and operates LiveGreen Consulting, advising medical marijuana entrepreneurs on compliance and licensing, policy and

rulemaking, marketing, and business development. Brooke's cannabis industry experience and dedication to sustainable business will help ensure compliant and safe operations for extremely high quality products.

Maxx Abramowitz, Chief Operating Officer:

An Associate at Oreva Capital Corporation, a private equity fund where he qualifies clients, conducts due diligence, provides analysis for new business purchases, executes and supports transactions, and monitors current investments. Maxx previously worked in international healthcare business cycles, advising, and equities analysis, where he forecasted healthcare industry trends, future revenues, and expenses. Maxx holds a Bachelor's of Science in Finance from The Ohio State University, and is involved with CannaKids, Alpha Epsilon Pi, and Meals on Wheels. Maxx will be essential to dispensary control and forecasting of costs, needs, and industry trends to keep the business successful and productive.

Dr. Ehud Mendel, Chief Medical Advisor:

An Ohio State University neurosurgeon; clinical director of Spinal Biodynamics and Ergonomics Laboratory; and a neurosurgery, oncology, and orthopedics professor. Ehud specializes in spinal tumors as Director of OSUCCC-James Spine Program, and was part of the Spine Oncology Study Group, which developed guidelines and pioneered a new surgical technique. Ehud's goal is to provide better outcomes and longer lifespans for cancer patients, and he has published over 120 journal articles and book chapters. He speaks frequently nationally and internationally, and will bring appreciable knowledge and oncology experience to Pura Ohio. Ehud will plan patient education, care, and materials; direct medical compliance and dispensing; and recommend regulated products for approved medical conditions including cancer, chronic traumatic encephalopathy (CTE), epilepsy/seizure disorders, post-traumatic stress disorder (PTSD), spinal cord disease/injury, Tourette syndrome, Parkinson's disease, and traumatic brain injury (TBI). Ehud attended Louisiana State's School of Medicine and is American Board of Neurological Surgery certified.

Dan Williams, Chief Pharmaceutical Advisor:

Obtained his PharmD from Ohio State University with specialization in community pharmacy and outpatient care, and has 18 years retail pharmacy experience, oversight of pharmacy technicians, inventory control, and patient counseling experience, including nine years as a Columbus pharmacy manager. Dan has experience with the Ohio state Board of Pharmacy (SBOP), with no major violations in his career. Dan obtained licensing for Immunization Consultants of Central Ohio from the SBOP, co-owning and operating it for eight years, and implemented numerous pharmacy programs designed to increase health and health services for Ohio patients exponentially. Dan's experience creating his own independent clinical pharmacy will translate to effective, regulated, and safe medical marijuana dispensary operations, and make him the ideal Chief Pharmaceutical Advisor for Pura Ohio.

Nic Easley, Vice President Of Dispensary Operations:

Nic and 3C Consulting, LLC have helped 80 clients in 21 states and 6 countries design, startup, build, and optimize commercial cannabis operations. 3C uses science, research, and education as guiding principles, while prioritizing ROI, profitability, and shareholder value through socially and environmentally responsible practices. Nic's scientific background and 15 years of agricultural experience increases productivity, profitability, and professionalism. Nic speaks at multiple industry conferences and serves on numerous regulatory boards covering agriculture, pesticides, business practices, public health, and human safety. Nic holds degrees in Environmental Studies and Biology, and is a veteran of the United States Air Force. Nic is CEO and Managing Partner for Multiverse Capital (Multiverse), a broad-based set of cannabis investment funds covering all industry sectors. Nic and Co-Managers from Silicon Valley, Merrill Lynch, and Wall Street discover, vet, and invest in legitimate, scalable, cannabis products, brands, companies, and projects. Nic will bring considerable

cannabis industry experience and passion as Vice President of Dispensary Operations for Pura Ohio, providing excellent and highly-qualified oversight.

Jackee Stang, Vice President Of Operations:

Program Manager at High Times Holding Co., Jackee grew up in Ohio. She was Producer at Bulletproof Radio, Projects Associate at Malaria No More UK, Director of Development and Events at Palmer Drug Abuse Program, and Development Manager at John P. McGovern Museum of Health & Medical Science in Houston, where she raised \$250,000 in corporate gifts. Jackee worked at CHRISTUS Foundation for Healthcare, where she raised \$750,000, and holds a bachelor's degree and certificate in nonprofit fundraising from Rice University. Jackee's professional skills include marketing, fundraising, and social media. Jackee wants to continue her career with medical charities and foundations through the Pura Ohio dispensary; Jackee will bring this dedication to the dispensary, continuing to help patients obtain medicine.

Dr. James D. Koerner, Women's Health Advisor:

A 27-year board-certified OBGYN, and performed residency at Doctors Hospital in Columbus. James is certified with two American osteopathic boards, and a Senior Fellow on another. James taught at two universities, and is a member of many health associations and nonprofits such as the March of Dimes Association. James has received numerous awards and appointments. James' experience in women's health care will help advise female patients on appropriate products. James has been licensed to practice medicine in five states, and believes in medical marijuana product pain management as opposed to opioid prescriptions.

Nathan Pingel, Quality Assurance Manager:

Nathan has 31 years expertise in management, manufacturing, industrial product development, product design, systems engineering, finance, and product marketing at an extraction facility, and is founder and CEO of a manufacturing consulting company. His business is extremely successful, specializing in machine/process applications and chemical blending. Additionally, he is the developer of a product design and manufacturing processes to control costs and manufacture environmentally-friendly products. He will provide oversight of the dispensary's quality assurance processes and product and vendor selection. Through this role, Nathan will inspect and assess incoming products, oversee patient satisfaction, work closely with the Chief Medical Advisor and Chief Pharmaceutical Advisor to ensure only the highest quality products are sold.

Walker Teekell, Dispensary Compliance Control Manager:

A Consultant at Comprehensive Cannabis Consulting (3C), a company dedicated to helping industry startups. He has extensive large-scale cultivation, post-cultivation, commercial harvesting, and organizational experience as manager and director of operations for several Colorado cannabis industry leaders. Walker has had oversight of 22 locations and 100 employees, using holistic industry best practices resources and unparalleled regulatory understanding. Walker attends cannabis industry compliance seminars and training on inventory tracking systems; auditing and organization; employee education, training, and scheduling; and conflict resolution. Walker's knowledge will guide compliant dispensary policies and organization.

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 and Surveillance Measures Optional Additional Information.pdf**

NOTE: This applicant uploaded document is the next 5 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.

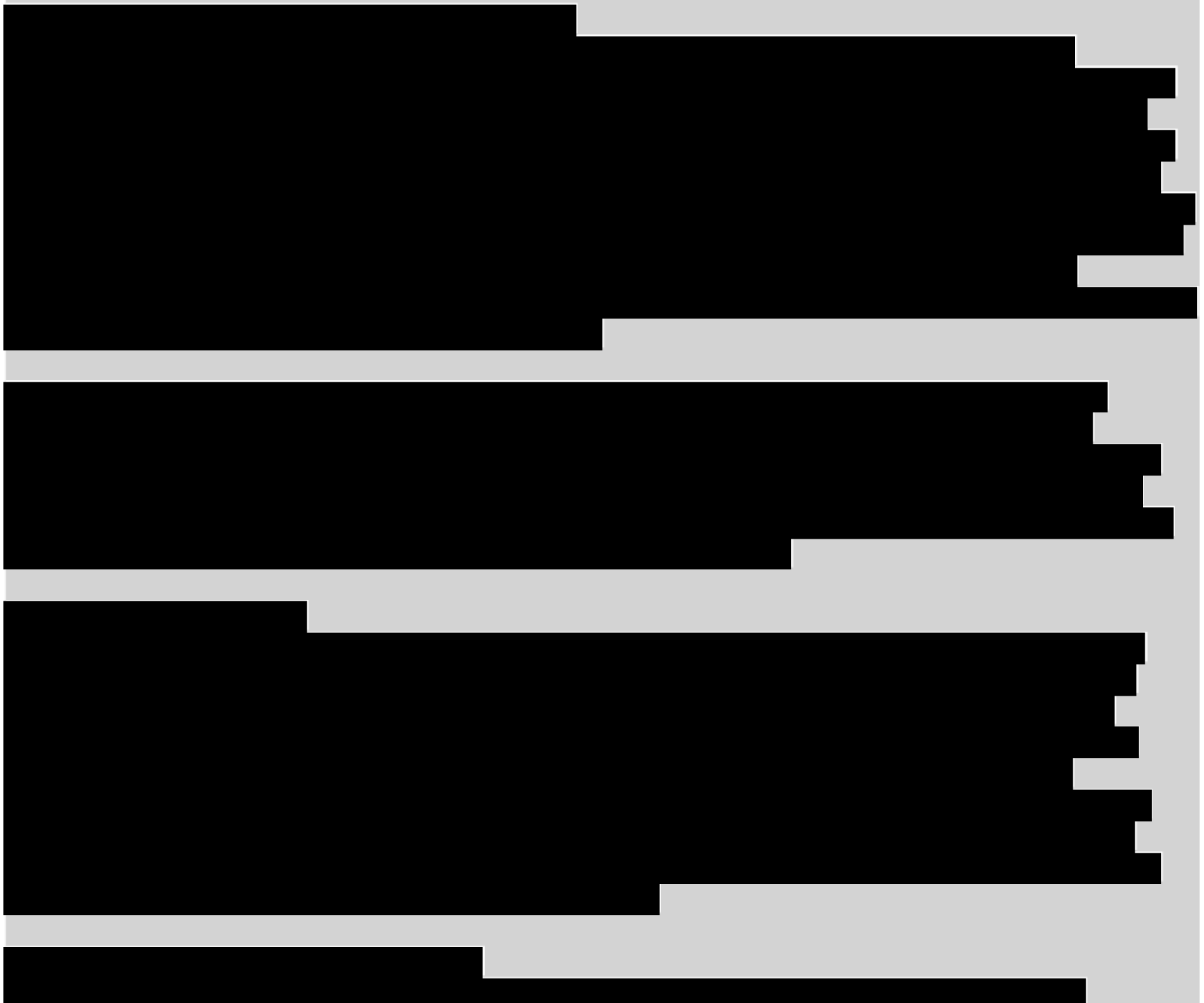
YES

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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D-3.3.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in D-3.3. 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(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.

TRADE SECRET

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

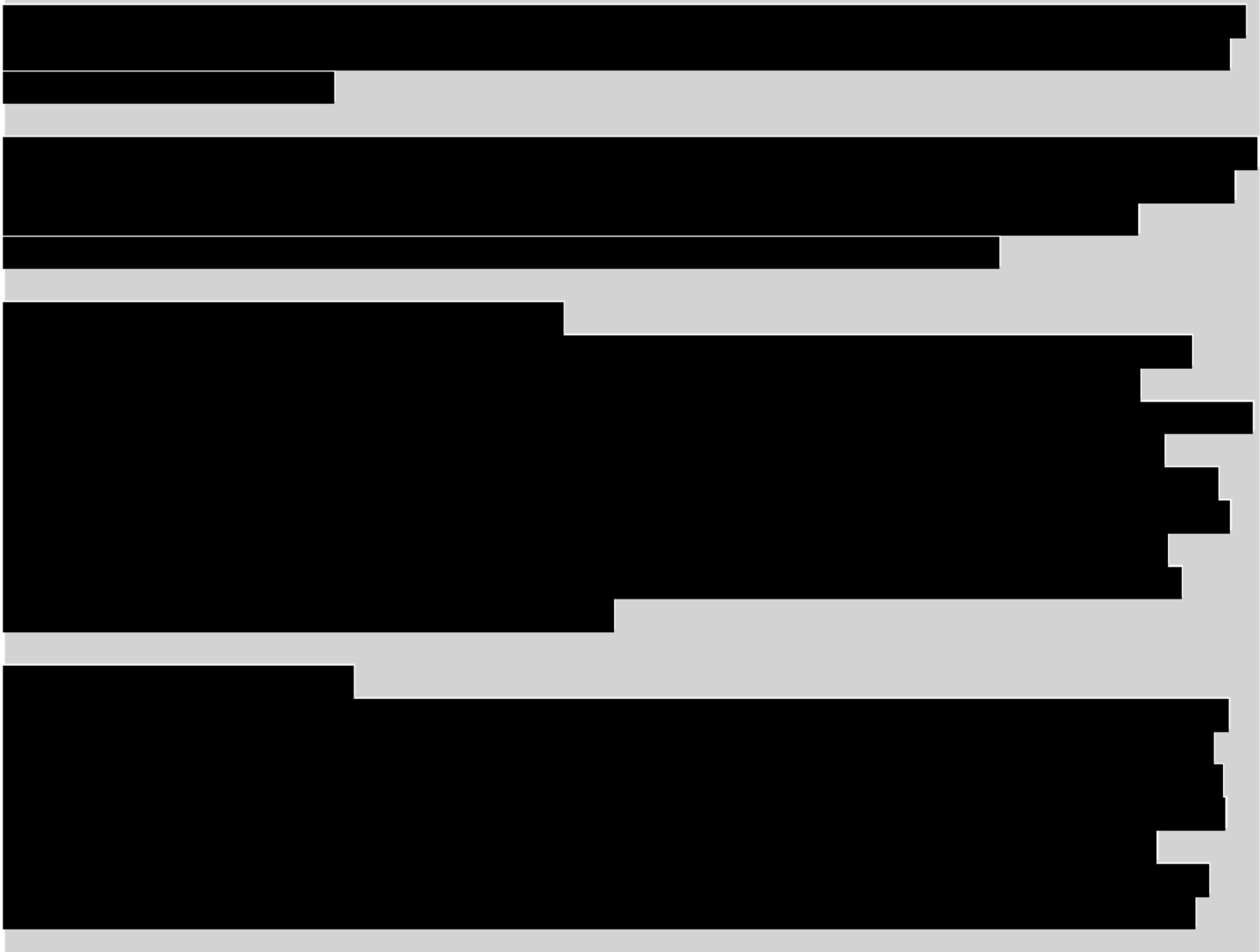
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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.

Uploaded Document Name: **D-4.4.1_Storage of Product Optional Additional Information .pdf**
NOTE: This applicant uploaded document is the next 3 page(s) of this document.

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).


2

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](#)

TRADE SECRET



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

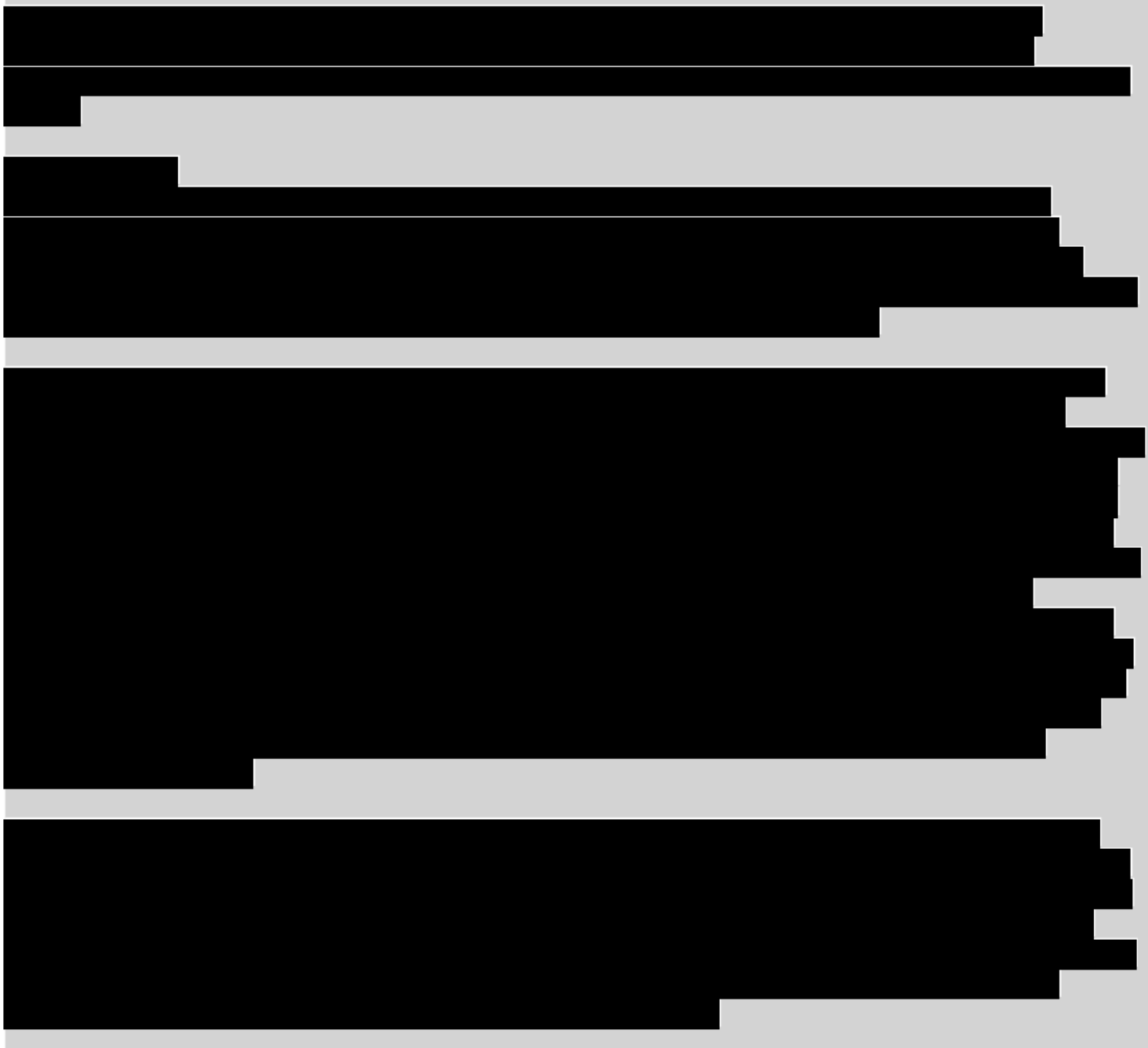
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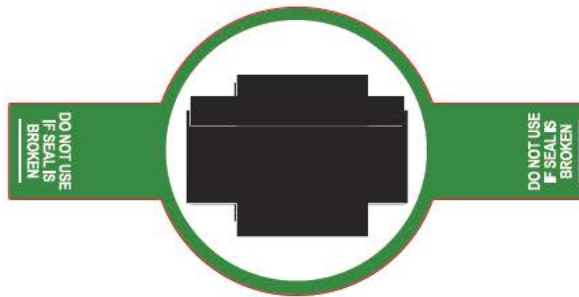
[REDACTED]

[REDACTED]



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



This product has been tested by Ohio X Laboratory and has passed the following tests for being safe for consumption:
Mycotoxins, Heavy Metals, Pesticides, Residual Solvents, Potency (including Cannabinoid Ratios)
The Following Cannabinoid Ratios are:
THC xx% THCA xx% THCV xx%
CBD xx% CBDA xx% CBVA xx%



License # 932L-02955

Strain: Purple Dream
Type: Flower

Indica/Sativa50/50

1.00 G
11/08/2017



CONTAINS MARIJUANA
KEEP OUT OF REACH OF CHILDREN FOR
MEDICAL USE ONLY

Patient: John Doe
Registry #: 412M4269

Designated Caregiver:
Dr. Jane Doe

Fill in Ingredients here:

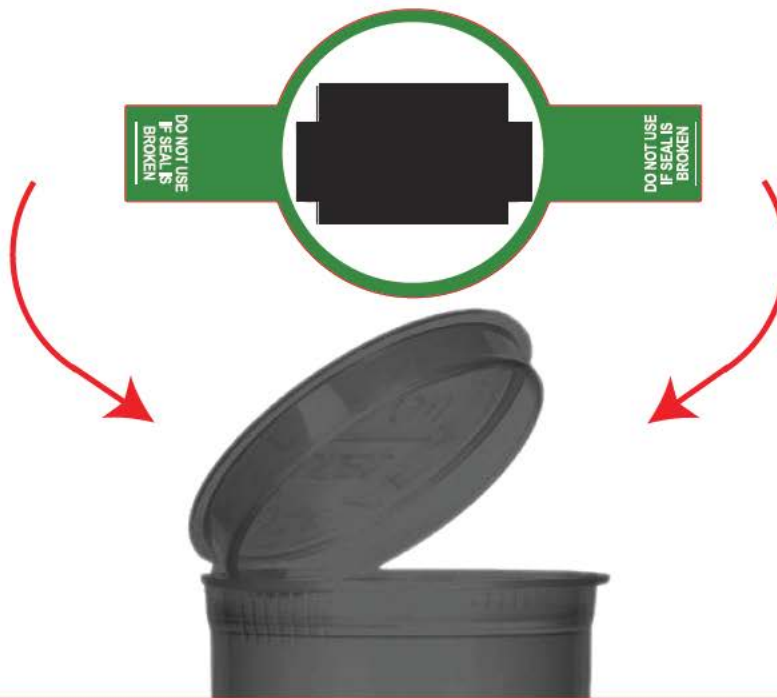
Harvest Date: 09/27/17
Expiration Date: 09/27/18



License # 932L-02955

THIS PRODUCT MAY CAUSE IMPAIRMENT
AND MAY BE HABIT-FORMING

THIS PRODUCT MAY BE UNLAWFUL
OUTSIDE OF THE STATE OF OHIO



This product has been tested by Ohio X Laboratory and has passed the following tests for being safe for consumption:
Mycotoxins, Heavy Metals, Pesticides, Residual Solvents, Potency (including Cannabinoid Ratios)
The Following Cannabinoid Ratios are:
THC xx% THCA xx% THCV xx%
CBD xx%CBDA xx% CBVA xx%



License # 932L-02955

Cannabis Oil
Indica/Sativa50/50

Patient: John Doe
Registry #: 412M4269

Designated Caregiver:
Dr. Jane Doe

Ingredients:
Concentrated
Cannabis Oil

Date Tested: 09/27/17
Expiration Date: 09/27/18

Extraction Process:
Supercritical CO2 Extraction
Added to Extract: CO2

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

100 MG OF THC
11/08/2017



CONTAINS MARIJUANA
KEEP OUT OF REACH OF CHILDREN
FOR MEDICAL USE ONLY



License # 932L-02955

WARNING:

**THIS PRODUCT MAY CAUSE IMPAIRMENT AND MAY BE HABIT-FORMING.
SMOKING MEDICAL MARIJUANA IS NOT PERMITTED IN THE STATE OF OHIO**

There may be health risks associated with consumption of this product.

Should not be used by women who are pregnant or breastfeeding.

For use only by the person named on the label of the dispensed product.

Keep out of reach of children.

Marijuana can impair concentration, coordination, and judgment.

DO NOT operate a vehicle or machinery under the influence of this drug.

No pesticides were applied to the marijuana plants or growing medium during production.

**IF YOU HAVE A CONCERN THAT AN ERROR MAY HAVE
OCCURRED IN THE DISPENSING OF YOUR MEDICAL
MARIJUANA, YOU MAY CONTACT THE BoP USING THE
CONTACT INFORMATION FOUND AT [MEDICALMARIJUANA.OHIO.GOV](https://www.medicalmarijuana.ohio.gov)**

Toll-Free Telephone BoP Telephone Line
(555) 762-3611

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](#)

TRADE SECRET

[REDACTED]

[REDACTED]

[illegible]

[REDACTED]

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

TRADE SECRET

[REDACTED]

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[REDACTED]

documented



D-6.9.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures

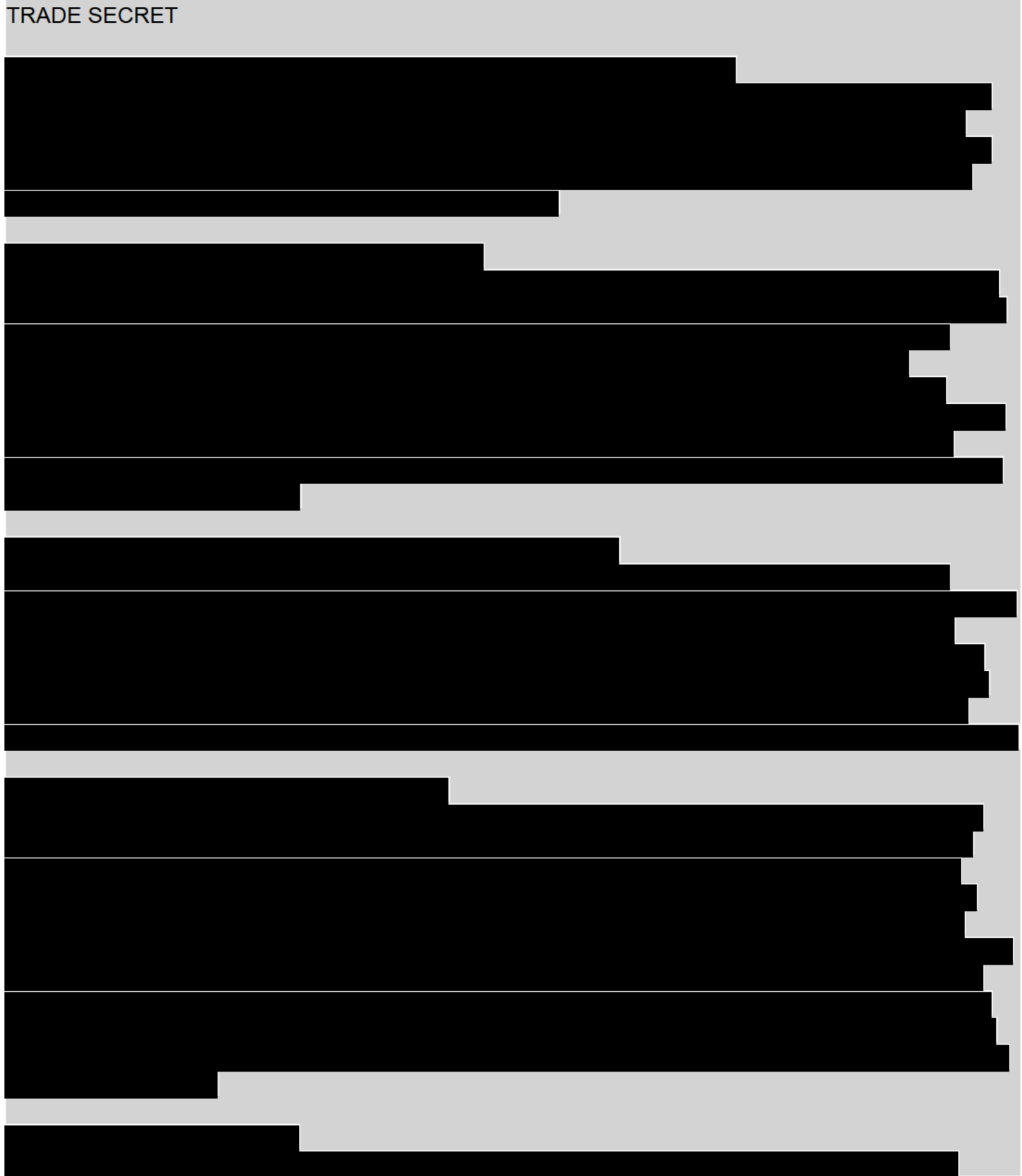
described in D-6.9. The images or diagrams may contain a brief descriptive caption. Additional language responding to the question will not be considered.

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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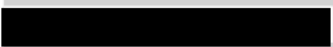
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]




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.

TRADE SECRET



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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.

TRADE SECRET

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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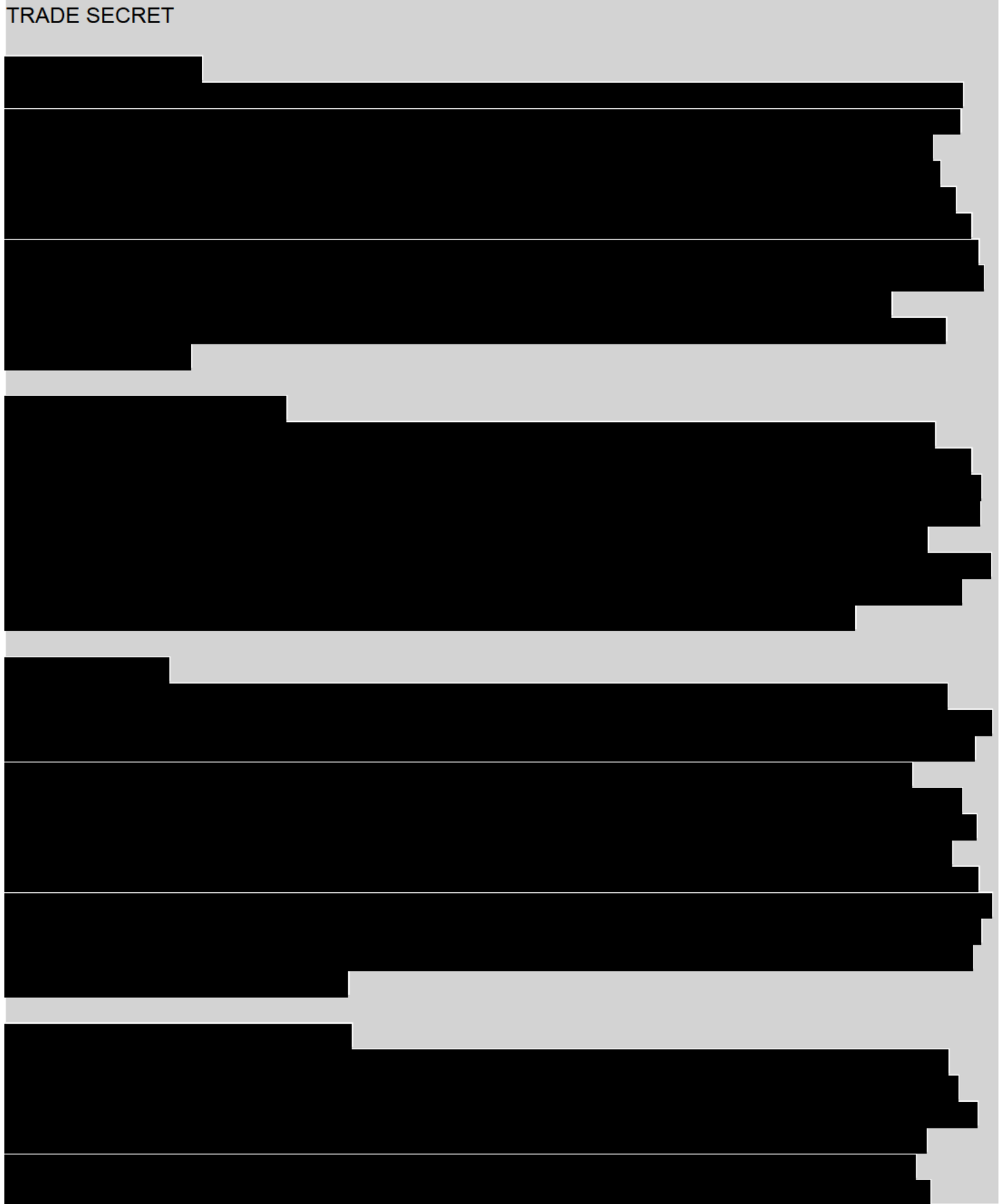
[REDACTED]



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](#)

TRADE SECRET



[REDACTED]

D-10.1.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in D-10.1. 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

D-10.2 Please provide a summary of intended services for veterans and/or the indigent. [OAC 3796:6-2-02](#); [OAC 3796:6-3-22](#)

TRADE SECRET

[REDACTED]

[REDACTED]

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

TRADE SECRET

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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](#)

TRADE SECRET



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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](#)

TRADE SECRET

[REDACTED]

[REDACTED]



E-1.2.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures 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

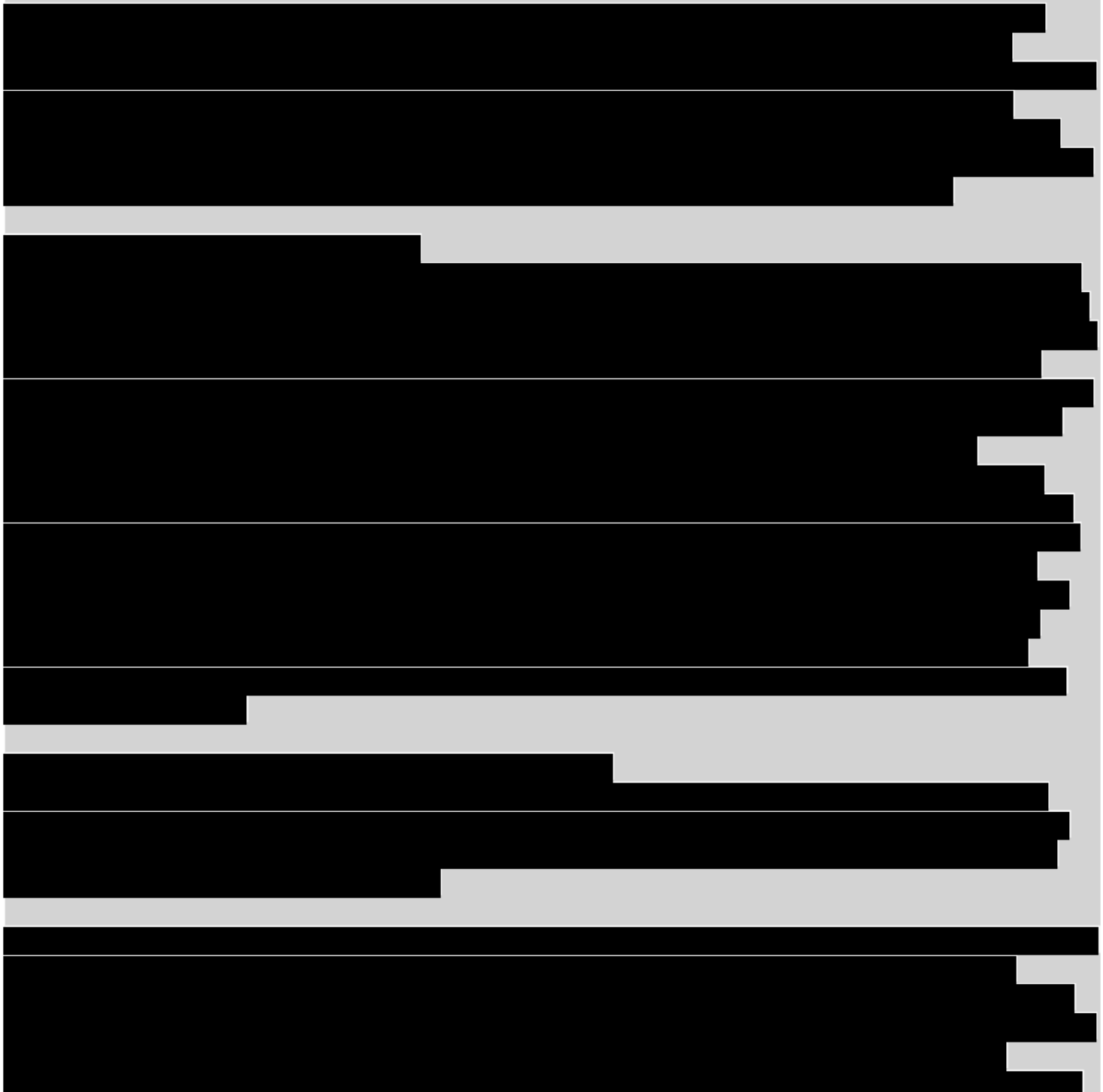
Patient Care(Patient Care and Education)

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.

TRADE SECRET



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

E-2.1.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in E-2.1. 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-2.2 Describe the Applicant's processes, procedures and controls addressing reports of adverse events. Include, at a minimum, a description of:

1. How reports will be documented
2. The circumstances that will require reports of adverse events will be reported to a cultivator, processor, and / or the State Board of Pharmacy
3. The time frame for which to provide such reports

[Redacted content]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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.

TRADE SECRET



assisted

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_Patient Care Facilities - Location 4.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](#)

No response provided by applicant

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.pdf**

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



**STATE OF
OHIO**
BOARD OF PHARMACY

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:	
Pura Ohio, LLC	
<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	
Todd J. Appelbaum	
Signature	Date
Todd J. Appelbaum	11/15/17



**Ohio Medical Marijuana Control Program
Dispensary Application**



Question Number	Attachment Reference	Justification for Excluding as Trade Secret
A-1.7 - A-1.8		This section contains sensitive personal information and / or sensitive financial information which, if revealed, could negatively impact the individuals and business entities listed within.
A-2.9 - A-2.10		This section contains sensitive personal information and / or sensitive financial information which, if revealed, could negatively impact the individuals and business entities listed within.
A-3.3 - A-3.10		This section contains sensitive personal information and / or sensitive financial information which, if revealed, could negatively impact the individuals and business entities listed within.
B-1.1 - B-3.22		This section contains sensitive personal information and / or sensitive financial information which, if revealed, could negatively impact the individuals and business entities listed within.
C-1.1 - C-6.9	C-3.1; C-4.1; C-5.5	Pura Ohio is involved in multiple markets and incurred significant costs developing the information contained here. If revealed, this could put the company at a competitive disadvantage. This includes sensitive security information which, if revealed, could jeopardize the safety of our staff, patients, agents, property owners, facility and inventory.
D-1.1 - 11.1	D-2.2; D-4.4; D-5.5	Pura Ohio is involved in multiple markets and incurred significant costs developing the information contained here. If revealed, this could put the company at a competitive disadvantage. This includes sensitive security information which, if revealed, could jeopardize the safety of our staff, patients, agents, property owners, facility and inventory.
E-1.1 - E5.2	E-2.2; E-3.1	Pura Ohio is involved in multiple markets and incurred significant costs developing the information contained here. If revealed, this could put the company at a competitive disadvantage. This includes sensitive security information which, if revealed, could jeopardize the safety of our staff, patients, agents, property owners, facility and inventory.
F-1.2	F-1.2	This section contains sensitive personal information and / or sensitive financial information which, if revealed, could negatively impact the individuals and business entities listed within.

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