



STATE OF
OHIO
BOARD OF PHARMACY

Ohio Medical Marijuana Control Program



Ohio Medical Marijuana Dispensary Application WGB, LLC Application ID 1079

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

WGB, LLC

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

No response provided by applicant

A-1.3 Business Street Address

33 North LaSalle Street, Suite 3200

A-1.4 City

Chicago

A-1.5 State

IL

A-1.6 Zip Code

60602

A-1.7 Phone

7738702439

A-1.8 Email

steve@weismanbrothers.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

Steven

A-2.3 Middle Name

No response provided by applicant

A-2.4 Last Name

Weisman

A-2.5 Street Address

830 West Oakdale

A-2.6 City

Chicago

A-2.7 State

IL

A-2.8 Zip Code

60657

A-2.9 Phone

7738702439

A-2.10 Email

steve@weismanbrothers.com

Demographic Information(Applicant Organization and Tax Status)

A-3.1 Select One

Limited Liability Company

A-3.1A If other, explain

No response provided by applicant

A-3.2 State of Incorporation or Registration

OH

A-3.3 Date of Formation

10/16/2017

A-3.4 Business Name on Formation Documents

WGB, 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

SOUTHWEST-1

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

Hamilton

Demographic Information(Prospective Associated Key Employees Details)

Item 1 of 3

A-6.1 First Name

Steven

A-6.2 Middle Name

No response provided by applicant

A-6.3 Last Name

Weisman

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Executive

A-6.6 Title in the Applicant's business

Chief Executive Officer

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

90

A-6.9 Types of shares owned

Membership Units

A-6.10 Percent interest in Applicant's business

90%

A-6.11 Voting percentage

90%

A-6.12 Proposed Role

OWNER

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

No response provided by applicant

A-6.14 Date of birth

This response has been entirely redacted

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

This response has been entirely redacted

A-6.16 Street Address

830 W Oakdale

A-6.17 City

Chicago

A-6.18 State

IL

A-6.19 Zip Code

60657

A-6.20 Phone

7738702439

A-6.21 Email

steve@weismanbrothers.com

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

Non-Minority

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

No response provided by applicant

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

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

This response has been entirely redacted

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

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

This response has been entirely redacted

Demographic Information(Prospective Associated Key Employees Details)

Item 2 of 3

A-6.1 First Name

David

A-6.2 Middle Name

No response provided by applicant

A-6.3 Last Name

Brown

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Attorney/Partner

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

5

A-6.9 Types of shares owned

Membership Units

A-6.10 Percent interest in Applicant's business

5%

A-6.11 Voting percentage

5%

A-6.12 Proposed Role

OWNER

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

No response provided by applicant

A-6.14 Date of birth

This response has been entirely redacted

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

This response has been entirely redacted

A-6.16 Street Address

451 West Aldine, Unit 3

A-6.17 City

Chicago

A-6.18 State

IL

A-6.19 Zip Code

60657

A-6.20 Phone

3126182226

A-6.21 Email

dbrown@muchshelist.com

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

Non-Minority

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

No response provided by applicant

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

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

This response has been entirely redacted

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

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

This response has been entirely redacted

Demographic Information(Prospective Associated Key Employees Details)

Item 3 of 3

A-6.1 First Name

Marc

A-6.2 Middle Name

No response provided by applicant

A-6.3 Last Name

Gordon

A-6.4 Suffix

No response provided by applicant

A-6.5 Occupation

Executive

A-6.6 Title in the Applicant's business

Chief Operating Officer

A-6.7 Applicant's business related compensation

\$0

A-6.8 Number of shares owned

5

A-6.9 Types of shares owned

Membership Units

A-6.10 Percent interest in Applicant's business

5%

A-6.11 Voting percentage

5%

A-6.12 Proposed Role

OWNER

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

No response provided by applicant

A-6.14 Date of birth

This response has been entirely redacted

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

This response has been entirely redacted

A-6.16 Street Address

810 S. Fleming

A-6.17 City

Bull Valley

A-6.18 State

IL

A-6.19 Zip Code

60098

A-6.20 Phone

8472122020

A-6.21 Email

mjgo@comcast.net

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

Non-Minority

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

No response provided by applicant

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

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

This response has been entirely redacted

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

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

This response has been entirely redacted

Compliance(Compliance with Applicable Laws and Regulations)

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

YES

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

YES

Compliance(Civil and Administrative Action)

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

NO

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

NO

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

NO

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

NO

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

No response provided by applicant

Compliance(Prospective Associated Key Employee Compliance)

Item 1 of 3

B-3.1 First Name

Steven

B-3.2 Middle Name

No response provided by applicant

B-3.3 Last Name

Weisman

B-3.4 Proposed Role

OWNER

B-3.5 Position/Title

Chief Executive Officer

B-3.6 Brief description of role

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

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

YES

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

WCCC, LLC

33 North LaSalle Street, Suite 3200

Chicago, Illinois 60602

Ohio Green Grow LLC

33 North LaSalle Street, Suite 3200

Chicago, Illinois 60602

Maryland Compassionate Care and Wellness, LLC

33 North LaSalle Street, Suite 3200

Chicago, Illinois 60602

AES Compassionate Care, LLC

33 North LaSalle Street, Suite 3200

Chicago, Illinois 60602

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.

WCCC, LLC
33 North LaSalle Street, Suite 3200
Chicago, Illinois 60602

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

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

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

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

B-3.11.1 If "Yes", please provide the following: Defendant, Name of Case and Docket Number, Nature

of Charge or Complaint, Date of Charge or Complaint, Disposition, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

YES

B-3.17 Has the individual been the subject of an action resulting in sanctions, disciplinary actions or civil monetary penalties being imposed relating to a registration, license, provisional license or any

other authorization to cultivate, process, or dispense medical marijuana in any state?

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

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

YES

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

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

YES

Compliance(Prospective Associated Key Employee Compliance)

Item 2 of 3

B-3.1 First Name

David

B-3.2 Middle Name

No response provided by applicant

B-3.3 Last Name

Brown

B-3.4 Proposed Role

OWNER

B-3.5 Position/Title

Chief Financial Officer

B-3.6 Brief description of role

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

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

YES

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

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

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

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

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

B-3.8 Has this individual had ownership or financial interest, or do they currently have ownership or

financial interest of another medical marijuana entity in Ohio or the United States?

YES

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

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

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

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

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

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

B-3.11.1 If "Yes", please provide the following: Defendant, Name of Case and Docket Number, Nature

of Charge or Complaint, Date of Charge or Complaint, Disposition, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

YES

B-3.17 Has the individual been the subject of an action resulting in sanctions, disciplinary actions or civil monetary penalties being imposed relating to a registration, license, provisional license or any

other authorization to cultivate, process, or dispense medical marijuana in any state?

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

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

YES

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

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

YES

Compliance(Prospective Associated Key Employee Compliance)

Item 3 of 3

B-3.1 First Name

Marc

B-3.2 Middle Name

No response provided by applicant

B-3.3 Last Name

Gordon

B-3.4 Proposed Role

OWNER

B-3.5 Position/Title

Chief Operating Officer

B-3.6 Brief description of role

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

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

YES

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

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

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

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

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

B-3.8 Has this individual had ownership or financial interest, or do they currently have ownership or

financial interest of another medical marijuana entity in Ohio or the United States?

YES

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

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

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

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

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

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

B-3.11.1 If "Yes", please provide the following: Defendant, Name of Case and Docket Number, Nature

of Charge or Complaint, Date of Charge or Complaint, Disposition, and Jurisdictional Court (Specify Federal, State and/or Local Jurisdictions)

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

YES

B-3.17 Has the individual been the subject of an action resulting in sanctions, disciplinary actions or civil monetary penalties being imposed relating to a registration, license, provisional license or any

other authorization to cultivate, process, or dispense medical marijuana in any state?

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

NO

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

No response provided by applicant

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

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

YES

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

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

YES

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

C-1.1 Attach one of the following:

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

Uploaded Document Name: **C-1.1_Lease Agreement (4503-05 West 8th Street, Cincinnati, Ohio 45238).pdf**

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

LEASE AGREEMENT
4503-4505 W. Eighth Street, Cincinnati, OH

THIS LEASE AGREEMENT (this "Lease") is made as of November 14, 2017 (the "Effective Date"), by and between Zend Properties hereinafter referred to as "Landlord," and **WGB, LLC**, an Ohio limited liability company, hereinafter referred to as "Tenant."

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

DATA SUMMARY

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

- Item 1. Leased Premises: the 1,867 square foot Unit located at 4503-4505 W. Eighth Street, Cincinnati, OH. The "Net Rentable Area" of the Leased Premises is approximately 1,867 square feet.
- Item 2. Commencement Date: the Effective Date.
- Item 3. Termination Date: ten (10) years following the Rent Commencement Date.
- Item 4. Options: Two (2) Five Year Options exercisable upon the terms and conditions set forth in Section 3.2 below.
- Item 5. Rent Commencement Date: the earlier of to occur of (i) March 1, 2018, or (ii) ninety days following date on which the State of Ohio awards Tenant a medical cannabis dispensary license (the "License"). Tenant shall have an ongoing right to terminate this Lease upon written notice to landlord until receipt of the License.
- Item 6. Base Rent: \$2,333.75 per month.
- Item 7. Permitted Use: medical cannabis dispensary and wellness center
- Item 8. Tenant's Trade Name: [TBD]
- Item 9. Landlord Address: 2042 Larkelyn Ct
Crescent Springs KY 41017
- Item 10. Tenant Address: 477 Elm Place
Highland Park, IL 60035
- Item 11. Security Deposit: \$4,667.50

ARTICLE 1 LEASED PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the conditions hereafter provided, the Leased Premises described in Item 1 of the Data Summary. The Leased Premises are located at 4503-4505 W. Eight Street, Cincinnati, OH (such land and buildings being hereinafter referred to as the "Project"). The Net Rentable Area of the Leased Premises is the area set forth in Item 1 of the Data Summary, which Landlord and Tenant hereby conclusively agree represents the actual Net Rentable Area for all purposes of this Lease.

ARTICLE 2 PREPARATION OF LEASED PREMISES

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

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

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

ARTICLE 3 TERM

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

Section 3.2. Extension Option. Tenant shall have two (2) options to extend the Lease Term for additional consecutive periods of five (5) years (each, an "Extension"). Notwithstanding the foregoing, however, at Landlord's election, Tenant's option to extend the Lease Term shall be declared null and void and Tenant shall have no right to extend the Lease if (a) as of the date immediately preceding the commencement of such Extension, Tenant is not in occupancy of the entire Leased Premises then demised under the Lease, or Tenant does not intend to continue to occupy the Leased Premises but intends to assign the Lease or sublet the Leased Premises in

whole or in part, or (b) on the date Tenant exercises the option or at any time thereafter through the date immediately preceding the commencement date of such Extension, Tenant is in default of any of its obligations under the Lease. The option will be exercisable by written notice given to landlord at least one hundred eighty (180) days prior to the last day of the initial Term. Upon such exercise, the Term of the Lease and the Termination Date shall be extended for the period specified above upon the same terms, conditions, covenants, and agreements as are contained in the Lease without the necessity for the execution of any further instrument unless Landlord so requests; provided, the Leased Premises shall be taken in their "as-is" condition during such Extension and Landlord shall have no obligation to make or pay for any improvements to the Leased Premises during such Extension.

ARTICLE 4 RENT

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

LEASE TERM	BASE RENT PER MONTH	BASE RENT PER YEAR
1	\$2,333.75	\$28,005.00
2	\$2,392.09	\$28,705.08
3	\$2,451.90	\$29,422.80
4	\$2,513.19	\$30,158.28
5	\$2,576.02	\$30,912.24
6	\$2,640.42	\$31,685.04
7	\$2,706.43	\$32,477.16
8	\$2,774.10	\$33,289.20
9	\$2,843.45	\$34,121.40
10	\$2,914.53	\$34,974.36
Extension Year 1	\$2,987.40	\$35,848.80
Extension Year 2	\$3,062.08	\$36,744.96
Extension Year 3	\$3,138.63	\$37,663.56
Extension Year 4	\$3,217.10	\$38,605.20
Extension Year 5	\$3,297.53	\$39,570.36
Extension Year 6	\$3,379.97	\$40,559.64
Extension Year 7	\$3,464.46	\$41,573.52
Extension Year 8	\$3,551.08	\$42,612.96
Extension Year 9	\$3,639.85	\$43,678.20
Extension Year 10	\$3,730.85	\$44,770.20

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

Summary, or to such other party or to such other address as Landlord may designate from time to time by written notice to Tenant.

(a) Tenant agrees to pay to Landlord, commencing on the Commencement Date and thereafter in advance on the first day of each calendar month during the Term of this Lease, and without demand and without deduction, setoff or counterclaim, as additional rent, Tenant's proportionate share of all expenditures incurred by Landlord in managing, maintaining, repairing, replacing, operating, insuring, securing, lighting, and cleaning the Project including without limitation the parking areas (collectively, "Operating Costs", including and not limited to: all real estate taxes and installments of special assessments required to be paid by Tenant pursuant to Section 4.3 below which shall accrue or become a lien against, or are payable in respect of, any part of the Project during the Term of this Lease, including any costs incurred by Landlord for attorney's fees or other professionals engaged to contest or reduce the amount of any said tax bill; all other governmental impositions, including but not limited to amounts payable under assessment agreements, gross receipts taxes and taxes on rentals (other than income taxes) relating to the Project; the cost of snow removal, line and exterior painting, insurance of employees, traffic regulation, security, security patrols and security guards for the entire Project; the replacement of pavings, curbs, sidewalks, landscaping, drainage, roof and lighting facilities; heating, ventilating, air conditioning, electricity, gas, water, sewer, utilities, insurance (including but not limited to liability insurance and fire and casualty insurance with rental abatement endorsement, boiler and presser vessel insurance, war risk insurance, builders risk insurance, and owners protective liability insurance), janitorial and cleaning services, all employment costs including salaries, wages and fringe benefits; all management fees, including expenses reimbursable to any manager and rental of property management office; fees for professional services; charges under maintenance and service contracts; all supplies purchased for use in the Project; all maintenance and repair costs; any equipment rental; depreciation of the cost of capital improvements made to (i) reduce Operating Costs or limit increases therein, or (ii) required by Landlord's insurance carrier or (iii) required by any law, rules, regulation or order of any governmental or quasi-governmental authority having jurisdiction; and any and all other costs of operation, whether ordinary or extraordinary. Notwithstanding any provision of the Lease to the contrary, Operating Costs shall not include costs of the following: (1) the replacement of the Project (a) roof, (b) exterior walls (except doors, windows, and interior portions of exterior walls), (c) foundation, and (d) structural components; (2) capital improvements, except for capital improvements made or installed for the purpose of reducing Operating Costs, which costs shall be amortized by Landlord in accordance with Generally Accepted Accounting Principles and only the current annual amortization of such costs, together with interest payable by Landlord on any loan obtained to finance such capital improvement, shall be included in Operating Costs for any calendar year; (3) interest and principal payments on loans; (4) rental payments on any ground leases; (5) advertising expenses; (6) leasing commissions; (7) any cost or expenditure for which Landlord is reimbursed, whether by insurance proceeds or otherwise; (8) any kind of service furnished to any other tenant that Landlord does not generally make available to all tenants; (9) legal expenses in connection with leasing, tenant disputes, or enforcement of leases; (10) salaries and fringe benefits of employees above the grade of property manager; (11) costs of improvements to, or alterations of, space leased to or available for lease to any tenant; (12) costs of correcting defects in the initial construction of the Project, provided that this shall not exclude the cost of normal repair and maintenance expected with respect to the construction materials and equipment installed in the Project; (13) fines, interest, charges, penalties, damages and other costs incurred by Landlord by reason of any default (or claim of default) or late payment by it under any lease or other contract or instrument (regardless of whether or not the payment itself is allowed to be included in Operating Costs), including, without limitation, any legal and other professional fees paid or incurred in connection therewith, and (14) any administrative fee and/or

management fee to Landlord or any other party other than an administrative fee equal to 10% of all other Operating Costs. Tenant's proportionate share of such Operating Costs shall be based on the proportion the Net Rentable Area in the Leased Premises bears to the total square foot rentable area of the Project.

(b) Tenant's monthly payments may be based on Landlord's reasonable estimate of the Operating Costs subject hereto made at the beginning of each calendar year. Within a reasonable time after the expiration of each calendar year, Landlord shall furnish a statement of all Operating Costs subject thereto and Tenant's share thereof certified to by Landlord. If, at the end of any calendar year, the amount paid by Tenant is greater than Tenant's share as shown on said statement, the excess shall be credited against the next rent payments due hereunder. If at the end of any calendar year, the amount paid by Tenant is less than Tenant's share as shown on said statement, the deficiency shall be payable with the next monthly rent payment due hereunder.

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

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

Section 4.4. Late Payments. If any installment of rent or other sum payable hereunder is not paid by Tenant within five (5) business days after Tenant receives written notice from Landlord of such failure to pay, Tenant agrees with respect to each delinquent payment as follows: (a) to pay a one-time service charge in the amount of Fifty Dollars (\$50.00) which shall become immediately due and payable as compensation to Landlord for administrative costs involved in collecting and handling such delinquent payment; and (b) the unpaid balance due Landlord shall bear interest at the Interest Rate from the date such installment becomes overdue to the date of payment thereof by Tenant, and such interest shall constitute additional rent hereunder which shall be immediately due and payable. The "Interest Rate" as used herein means the lesser of: (i) the maximum rate permitted by law, and (ii) eighteen percent (18%).

ARTICLE 5 COMMON AREAS

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

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

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

ARTICLE 6 UTILITIES AND OTHER SERVICES

Tenant shall pay for all gas, electricity, water and sewer charges, telephone service and all other services and utilities supplied to the Leased Premises and consumed by Tenant. If the Leased Premises are not separately metered for any utility service, Tenant will pay its share (without any

surcharge by Landlord) of the consumption charges based upon the ratio of the leasable square feet of the Leased Premises to the total leasable square feet of all buildings covered by the utility bill. In the event that any utility to the Leased Premises is interrupted and such utility is not restored within a 24-hour period, Tenant shall be entitled to an abatement of rent payable hereunder for each day or portion of a day thereafter during which such utility is not reinstated and if the interruption continues for seven (7) consecutive days, the Tenant shall have the ongoing right to terminate this Lease while the interruption continues.

ARTICLE 7 USE

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

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

Section 7.3. Signage. Tenant shall have the right to erect and install exterior window, door signs, advertising media, window lettering, placards and other signs, and install interior and exterior building, window or door signs, advertising media or window or door lettering or placards, including without limitation the maximum allowable signage (electrical) on the façade of the Building and signage on the existing monument (or any replacement signs thereto), subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All signs must conform to applicable codes and ordinances in the City of Cincinnati, Ohio. Each Tenant sign must be granted a sign permit from the City of Cincinnati prior to installation. All signs must meet the requirements of the City of Cincinnati sign code.

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

ARTICLE 8 REPAIRS

Section 8.1. Landlord's Repairs. Landlord shall keep the foundations, exterior walls (except plate glass or glass or other special breakable materials used in structural portions), structural portions of the Project, the roof, the common areas (including without limitation keeping the same free from trash, debris, snow and ice), utilities (including without limitation gas, water, telephone and electricity) and plumbing and sewer utility facilities located within the Project serving the Premises, including without limitation free flow up to their tap points within the Premises in good repair, and if necessary or required by proper governmental authority, make modifications or replacement thereof, except that Landlord shall not be required to make any such repairs, modifications, or replacements which become necessary or desirable by reason of the willful misconduct or negligence of Tenant, Tenant's agents, servants or employees.

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

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

ARTICLE 9 ALTERATIONS

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

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

Section 9.3. Contractors. Tenant agrees to employ for such work one or more licensed bonded responsible contractors, and to cause such contractors to carry worker's compensation insurance in accordance with statutory requirements and commercial general liability insurance covering such contractors on or about the Leased Premises and Project in amounts at least equal to the limits set forth in Section 12.2 below and, prior to the commencement of such work, to submit a certificate evidencing such coverage to Landlord. Tenant shall promptly pay all contractors and materialmen, so as to avoid the possibility of a lien attaching to the Leased Premises. If any such lien be made or filed, Tenant shall bond against or discharge the same within thirty (30) days after written request by Landlord. Nothing contained in this Lease shall be construed as a consent on the part of the Landlord so as to subject the Landlord's estate in the Leased Premises to any lien or liability under the lien laws of the State of Ohio.

ARTICLE 10 ACCESS TO LEASED PREMISES

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

ARTICLE 11 INDEMNITY

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

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

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

ARTICLE 12 INSURANCE

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

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

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

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

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

- a. "All risk" property insurance coverage on the Project, exclusive of tenants' leasehold improvements, furniture, fixtures or equipment, inventory or other personal property, in such amount as Landlord deems prudent.
- b. Commercial general public liability insurance covering the Project, in a combined single limit amount of not less than One Million Dollars (\$1,000,000.00), and written on an "occurrence" basis.

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

ARTICLE 13 FIRE OR OTHER CASUALTY

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

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

ARTICLE 14 EMINENT DOMAIN

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

Section 14.2. Substantial Taking. If any of the floor area of the Leased Premises or twenty percent (20%) or more of the parking area shall be so taken, then Landlord or Tenant shall each have the right either to terminate this Lease, or, subject, in the case of Tenant, to Landlord's rights of termination as set forth in this Article, to continue in possession of the remainder of the Leased Premises upon notice in writing to the other party hereto within thirty (30) days after such taking

of possession. In the event this Lease is not terminated, all of the terms herein provided shall continue in effect except that the rent shall be equitably abated as to any portion of the Leased Premises so taken and Landlord shall make all necessary repair or alterations to the extent required under this Lease.

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

ARTICLE 15 SURRENDER OF POSSESSION

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

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

ARTICLE 16 ASSIGNMENT AND SUBLETTING

Section 16.1. Assignment. Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Leased Premises, or any part thereof by any third party; nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment") without in each such case obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. The consent by Landlord to any Assignment shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any transferee under an Assignment constitute an acceptance of the Assignment or a waiver or release of Tenant or any transferee of any covenant or obligation contained in this Lease, nor shall any Assignment be construed to relieve Tenant from the requirement of obtaining the consent in writing of Landlord to any further Assignment.

Notwithstanding the foregoing to the contrary, Landlord's consent shall not be required for an assignment, transfer or sublet to a parent, subsidiary or affiliate of Tenant.

ARTICLE 17 NOTICES

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

ARTICLE 18 DEFAULT

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

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

- a. Tenant shall fail to pay any monthly installment of Base Rent or additional rent as herein provided, and such default shall continue for a period of five business (5) days after receipt of written notice of a failure to pay the same; and
- b. Tenant shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant and such default shall continue for thirty (30) days after notice from Landlord (or if such failure reasonably requires more than thirty (30) days to cure, such longer period of time as may be reasonably necessary provided Tenant commences such cure within said thirty (30) day period); or
- c. Tenant shall file or have filed against Tenant or any guarantor of this Lease any bankruptcy or other creditor's action, or make an assignment for the benefit of Tenant's creditors, provided in the case of any of the foregoing that is involuntary, Tenant shall not be deemed to have committed an Event of Default if the same is dismissed within ninety (90) days thereafter.

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

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

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

Section 18.6. Continuing Obligation. No termination of this Lease and no Repossession of the Leased Premises pursuant to the immediately preceding Sections or otherwise shall relieve Tenant of Tenant's liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such Repossession, whether or not the Leased Premises shall have been relet, Tenant shall pay to Landlord the Base Rent and other sums and charges to be paid by Tenant up to the time of Repossession, and thereafter Tenant, until the end of what would have been the Term in the absence of such Repossession, shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Base Rent and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting affected pursuant to the provisions of the immediately preceding Section after deducting all of Landlord's reasonable and documented out-of-pocket expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and maintenance commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the Base Rent would have been payable under this lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day. At any time after such termination, whether or not Landlord shall have collected any current damages as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default, an amount equal to the then present value of the excess of the Base Rent and other sums or charges reserved under this Lease from the day of such termination or Repossession for what would be the then unexpired Term if the same had remained in effect, over the amount of rent Tenant demonstrates that Landlord could in all likelihood actually collect for the Leased Premises for the same period, said present value to be arrived at on the basis of a discount of eight percent (8%) per annum.

Section 18.7. Expenses. In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable and documented out-of-pocket costs, charges,

expenses and reasonable attorneys' fees incurred by Landlord in connection with any Event of Default.

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

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

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

ARTICLE 19 LANDLORD'S RIGHT TO CURE DEFAULT

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

ARTICLE 20

WAIVER

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

ARTICLE 21 SUBORDINATION

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

Section 21.2. Subordination. This Lease is subject and subordinate to the lien of any Mortgage which may now or hereafter encumber the Project or any development of which the Project is a part. In confirmation of such subordination, Tenant shall, at Landlord's request from time to time, promptly execute any certificate or other document requested by the holder of the Mortgage on form reasonably acceptable to Tenant. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any Mortgage, Tenant shall immediately and automatically attorn to the purchaser at such foreclosure sale, as the landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease or the obligations of Tenant hereunder in the event that any such foreclosure proceedings is prosecuted or completed. Neither the holder of the Mortgage (whether it acquires title by foreclosure or by deed in lieu thereof) nor any purchaser at foreclosure sale shall be liable for any act or omission of Landlord, subject to any offsets or defenses which Tenant might have against Landlord or bound by any prepayment by Tenant of more than one month's installment of Base Rent and additional rent or by any modification of this Lease made subsequent to the granting of the Mortgage. Notwithstanding anything to the contrary contained in this Section, so long as Tenant is not in default under this Lease, this Lease shall remain in full force and effect and the holder of the Mortgage and any purchaser at foreclosure sale thereof shall not disturb Tenant's possession hereunder.

ARTICLE 22 QUIET ENJOYMENT

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

ARTICLE 23 ESTOPPEL CERTIFICATES

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

ARTICLE 24 BROKERS

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

ARTICLE 25 GENERAL

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

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

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

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

assignee of the covenants and agreements to be performed by Landlord herein, Landlord and Landlord's successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

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

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

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

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

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

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

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

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

Section 25.13. Entire Agreement; Amendments. This Lease and the exhibits attached hereto constitute the entire agreement between Landowner and Tenant respecting its subject matter and

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


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

Section 26.16. Project Purchase Contingency. The obligations of Tenant hereunder are contingent on Landlord purchasing the Project from the current owner. If Landlord has not completed its purchase of the Project on or before February 16, 2018, Tenant shall have the ongoing right to terminate this Lease upon written notice to Landlord unless and until Landlord provides a definitive written evidence to Tenant evidencing Landlord has purchased the Project. If the purchase and sale agreement under which Landlord is to buy the Project terminates, Landlord shall, within three (3) business days thereafter, provide written notice to Tenant of such termination and this Lease shall thereby be deemed terminated with the parties having no further obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

LANDLORD:

Zand Properties, LLC,
an Ky limited liability company

By: 
Name: Mohammad Rezaei
Its: manager

TENANT:

WGB, LLC,
an Ohio limited liability company


By: 
Name: Steven Weisman
Its: Manager

EXHIBIT A

TENANT'S WORK

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

EXHIBIT B

LANDLORD'S WORK

Landlord shall perform the following work on the Leased Premises:

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

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

WGB, LLC

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

No response provided by applicant

C-1.4 Business Address

4503-05 West 8th Street

C-1.5 City

Cincinnati

C-1.6 State

OH

C-1.7 Zip Code

45238

C-1.8 Phone

7738702439

C-1.9 Email

steve@weismanbrothers.com

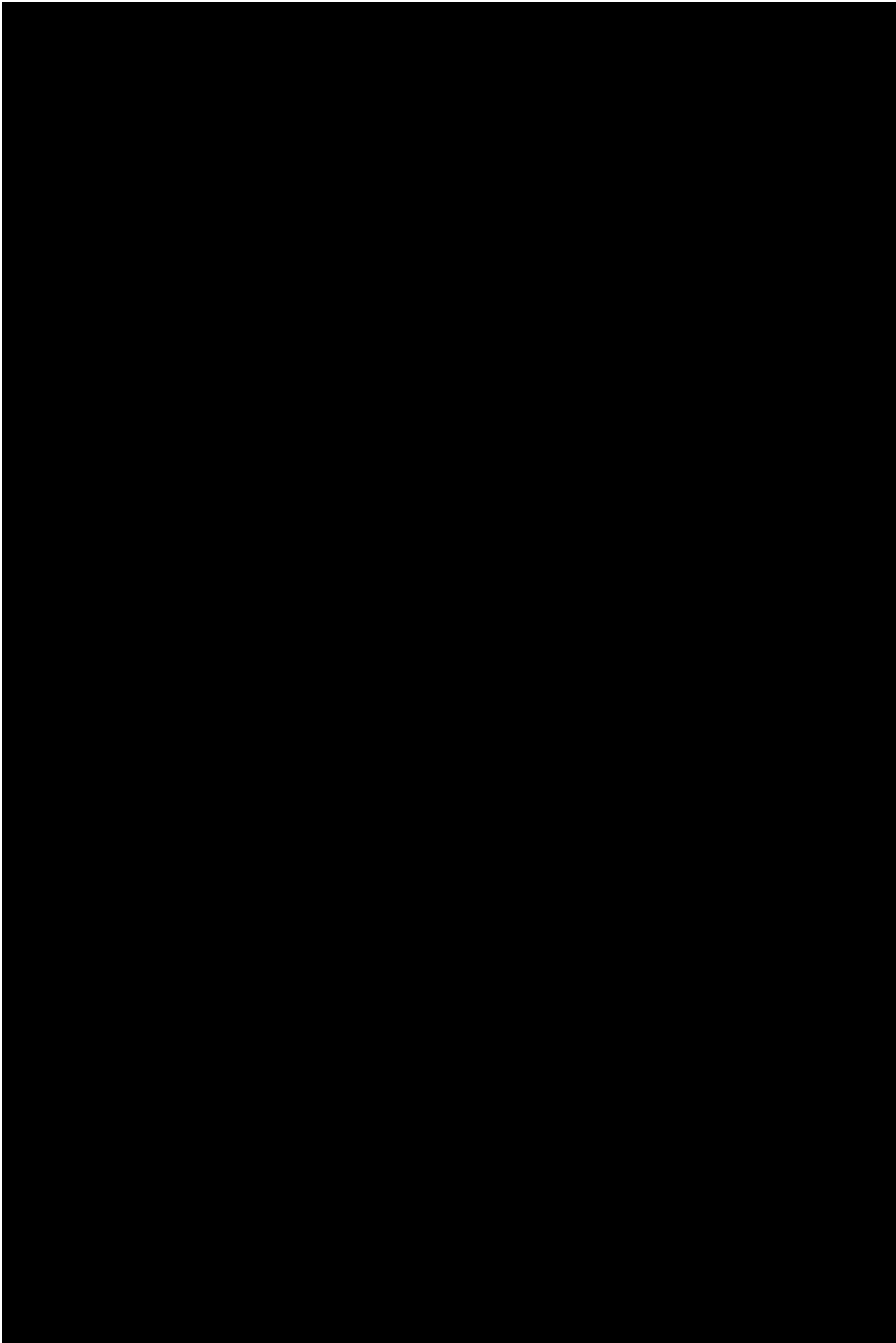
Business Plan(Site and Facility Plan)

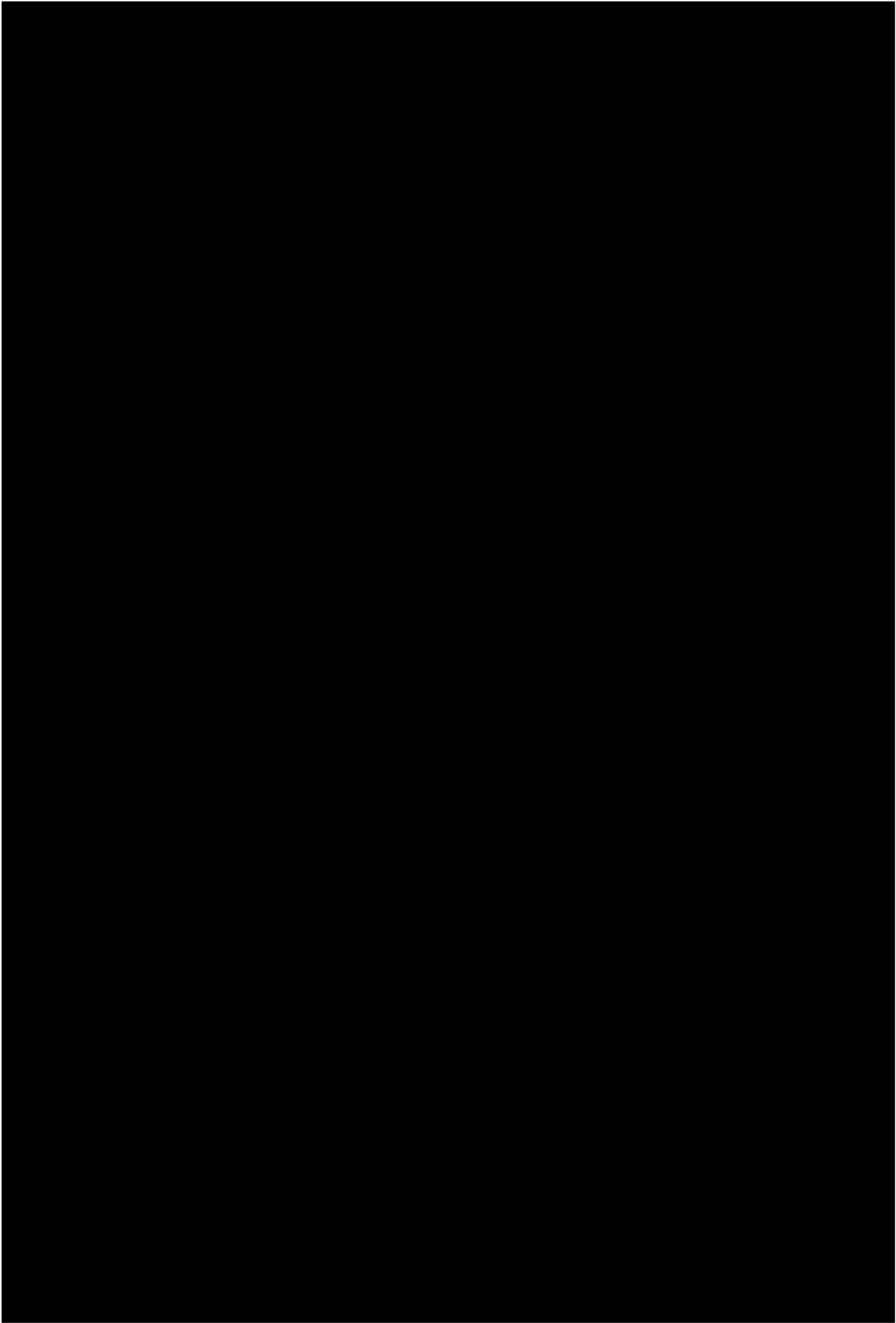
C-2.1 Applicants must show that they can expeditiously use a site and facility to meet the activities described in the provisional license by attaching one of the following:

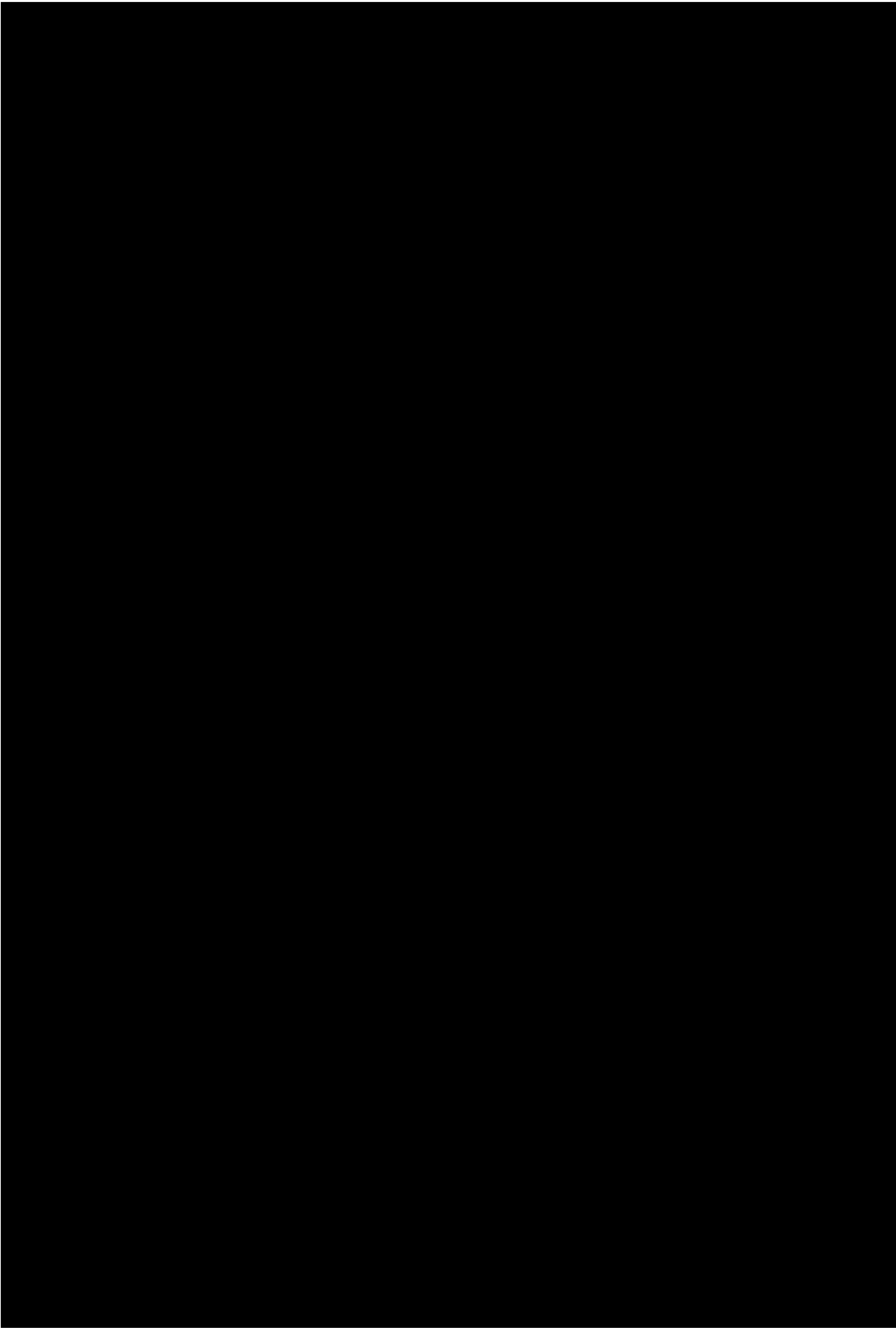
- If the facility is in existence at the time that the provisional license application is submitted, submit plans and specifications drawn to scale for the interior of the facility.
- If the facility is in existence at the time that the provisional license application is submitted, and the Applicant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

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

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





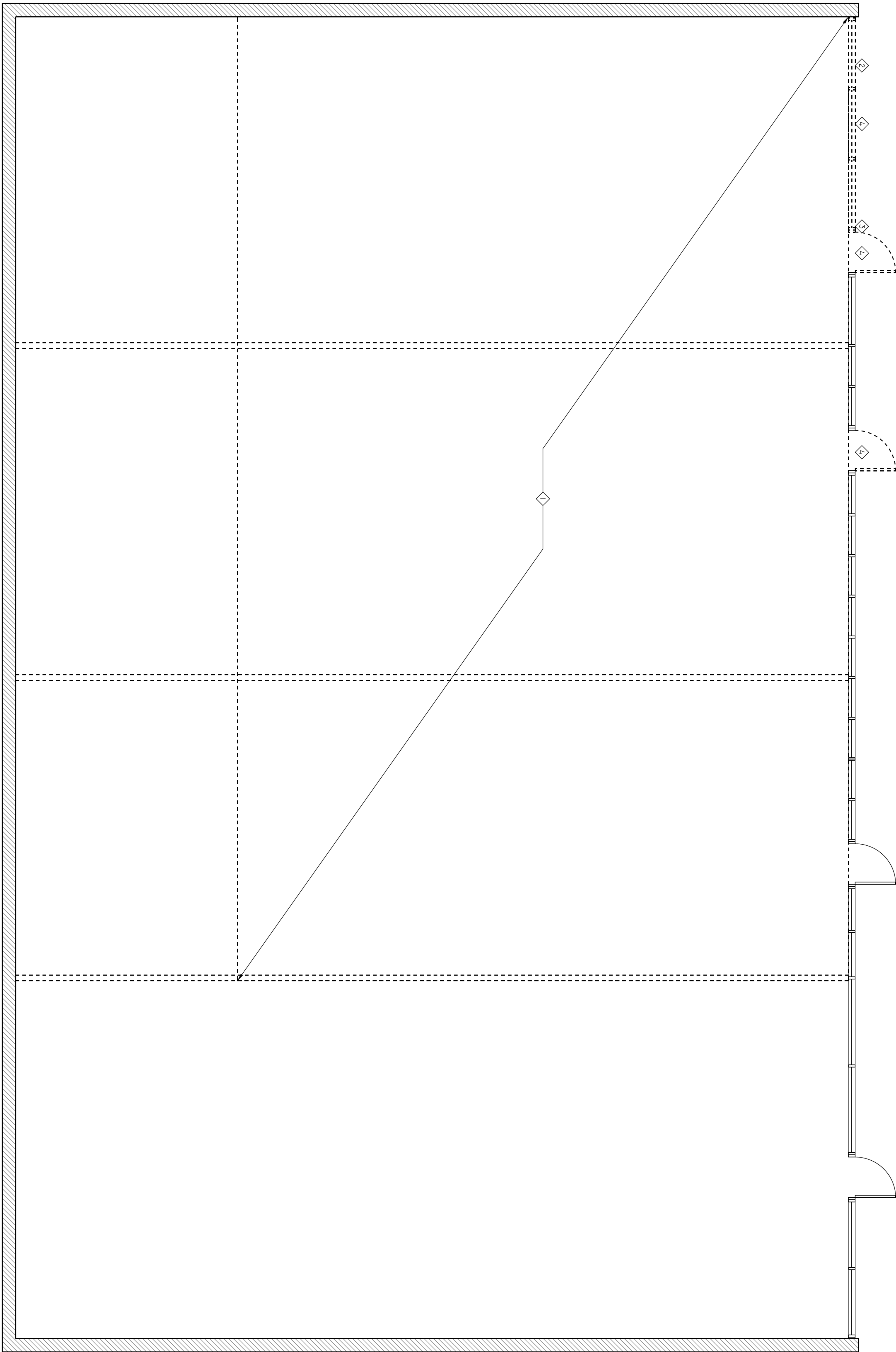


NOTE:
DEMOLITION MATERIALS ARE TO BE REMOVED IN A MANNER WHICH PREVENTS INJURY OR DAMAGE TO PERSONS, ADJOINING PROPERTIES AND PUBLIC RIGHTS-OF-WAY.
DEMO: EXISTING DASHED WALLS, DOORS, TRIM AND FLOOR FINISHES (INCLUDING CARPET AND TILE FLOORING). DEMOLISH EXISTING DRYWALL, CEILINGS AND EXTERIOR STUDDED WALLS DOWN TO THE FRAMING. DEMOLISH LAY-IN TILE CEILINGS AND FIXTURES.
EXISTING ELECTRICAL FIXTURES, WHIPS, BOXES, BRANCH RUNS ETC. TO BE DEMOLISHED. EXISTING ELECTRICAL SUPPLY AND PANELS TO REMAIN.

EXISTING MECHANICAL VENT OUTLETS, FLEXIBLE DUCTWORK AND DISTRIBUTION SYSTEM TO BE DEMOLISHED. EXISTING HVAC UNIT TO REMAIN AND BE REUSED.
DEMOLISH EXISTING PLUMBING FIXTURES, SUPPLY AND WASTE PIPING, SUPPORTING MEMBERS ETC. UNLESS OTHERWISE NOTED.
COORDINATE DEMO WORK WITH NEW ELECTRICAL, MECHANICAL PLUMBING. SEE MEP DRAWINGS FOR MORE INFORMATION.

- KEYNOTES THIS SHEET**
1. DEMO EXISTING INTERIOR BUILD-OUT IN ITS ENTIRETY. (EXISTING STEEL COLUMNS AND BEAMS TO REMAIN)
 2. DEMO EXTERIOR WALL FOR NEW OVERHEAD GARAGE DOOR.
 3. DEMO EXTERIOR WALL FOR NEW ENTRY/EXIT DOOR.
 4. DEMO EXISTING STORE WINDOW/DOOR UNIT

- GRAPHIC LEGEND**
-  EXISTING WALL CONSTRUCTION
 -  TO BE DEMOLISHED



DEMO PLAN

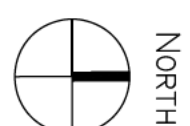
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11/15/17
PROJECT 17-0311

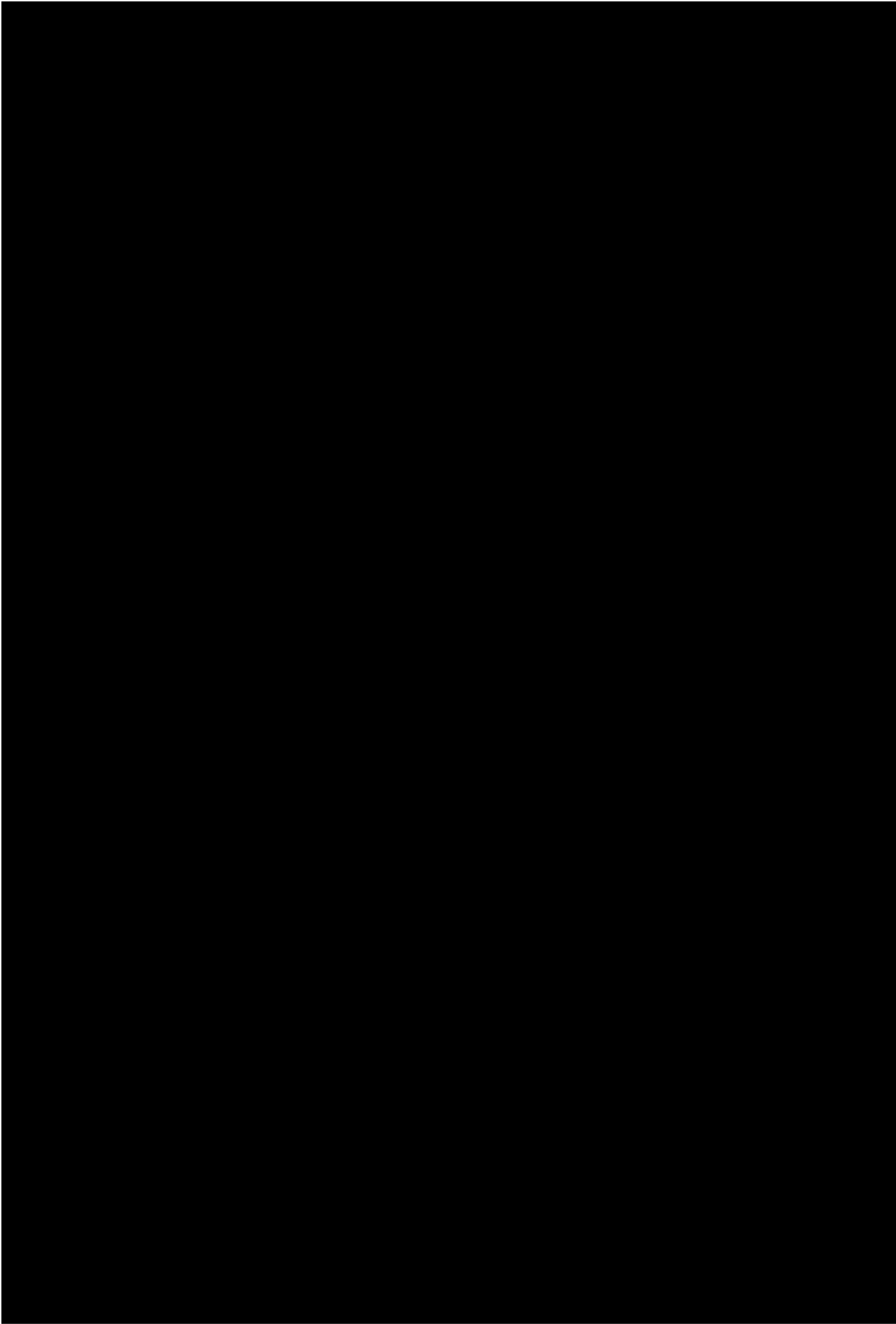
CLIENT REVIEW

OHIO DISPENSARY

DEMO PLAN



A3

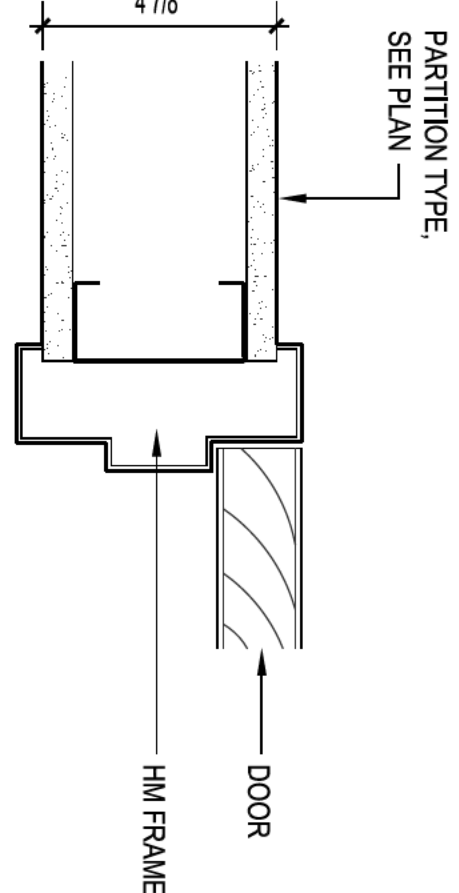


FINISH SCHEDULE LEGEND

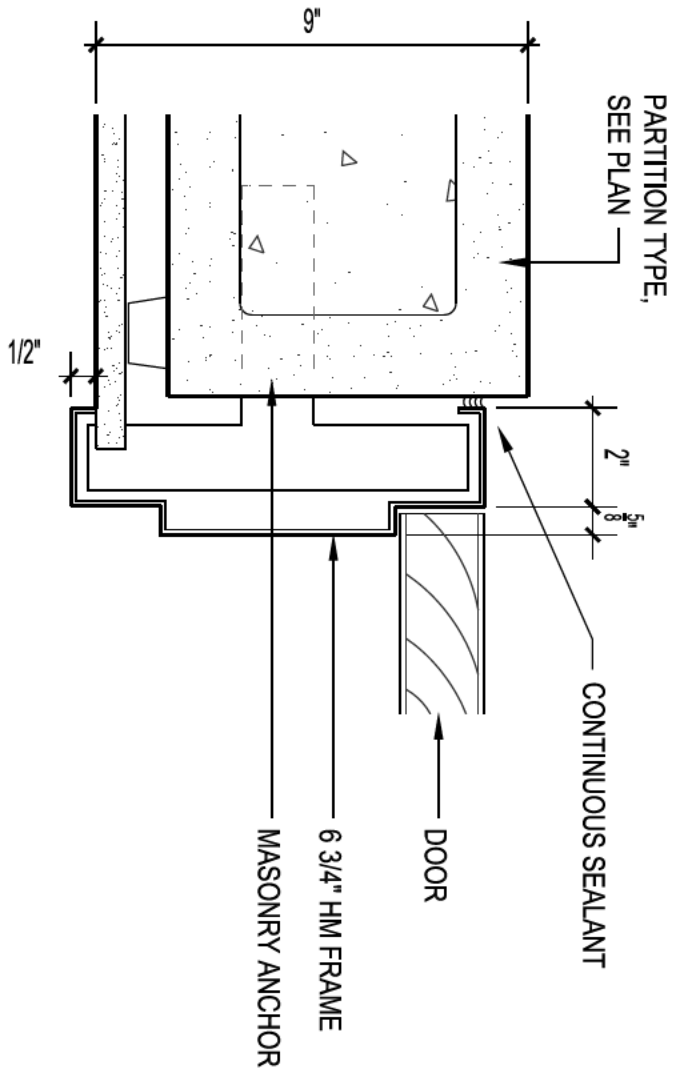
WALLS	PAINTED GYPSUM BOARD TYPE X, 1 COAT TINTED PRIMER, 1 FINISH COAT, EGGSHELL FINISH. BENJAMIN MOORE, OR APPROVED EQUAL, 1 COLOR AS SELECTED BY OWNER. WOOD WAINSCOT TO 48" AFF & DISPLAY WALL, HEIGHT AS INDICATED - 1/6" ROUGH-HEWN PINE, COLOR TO MATCH OWNERS SAMPLE. TILE WAINSCOT IN RESTROOM TO 48" AFF - VIRGINIA TILE PORCELAIN CONCRETE LOOK, MAUI ONE-DENRO, 1/4" ROUGH-HEWN PINE CAP, COLOR TO MATCH OWNERS SAMPLE.
CEILING TYPICAL	EXISTING GYP BOARD, PRIMED AND PAINTED FLAT BLACK, 1 COLOR AS SELECTED BY OWNER.
CEILING DROPPED	PAINTED GYPSUM BOARD TYPE X, 1 COAT TINTED PRIMER, 1 FINISH COAT, EGGSHELL FINISH. BENJAMIN MOORE, OR APPROVED EQUAL, 1 COLOR AS SELECTED BY OWNER.
DOORS	SOLID CORE WOOD, 1 COAT TINTED PRIMER, 1 FINISH COAT, SEMI-GLOSS FINISH, BENJAMIN MOORE, OR APPROVED EQUAL, 1 COLOR AS SELECTED BY OWNER.
DOOR FRAME	PAINTED METAL, 1 COAT TINTED PRIMER, 1 FINISH COAT, SEMI-GLOSS FINISH, BENJAMIN MOORE, OR APPROVED EQUAL, 1 COLOR AS SELECTED BY OWNER.
FLOOR	VINYL - "EARTHWEAKS" LEGACY PLANK LUXURY VINYL, LDP #481 VINYL COMPOSITE TILE (VCT) - ARISTONSTRONG STANDARD EXCELLEN - ANTIOQUE PAVANS AS BASE COLOR, CLAY RED & FOREST MOSS IN A RANDOM PATTERN AS PREPARED BY ARCHITECT.
BASE	4" VINYL GROVE BASE, 3 COLORS AS SELECTED BY OWNER.
RECEPTION COUNTER	CASPAR STONE, GINGER NO.4330

FINISH SCHEDULE NOTES

1. ALL MATERIALS USED FOR INTERIOR WALLS, CEILINGS, FLOORS AND TRIM SHALL BE CLASSIFIED AS LISTED BELOW:
2. ALL FLOOR COVERINGS SHALL BE CLASS I RATED.
3. ALL GYPSUM BOARD SHALL BE $\frac{5}{8}$ " TYPE "X" FIRE RATED, INSTALLED WITH DRYWALL SCREWS (MAX. #12 TYP), GYPSUM BOARD SHALL BE NAILLED HORIZONTALLY WITH JOINTS STAGGERED AND TAPED. ALL JOINTS AND SCREWS SHALL BE FINISHED WITH COMPOUND, FLATPAID AND SANDED SMOOTH. ALL OUTSIDE EDGES SHALL HAVE GALVANIZED METAL CORNER BEADS.
4. ALL NEW FLOORING SHALL BE COMMERCIAL GRADE, AS SELECTED BY OWNER.
5. ALL NEW MILLWORK SHALL COMPLY WITH AIA CUSTOM GRADE STANDARDS.



HM2 TYP. H.M. DOOR FRAME
SCALE: 3" = 1'-0"



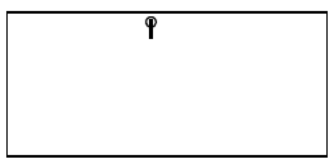
HMI TYP. H.M. DOOR FRAME
SCALE: 3" = 1'-0"

[illegible]

DOOR SCHEDULE

[illegible]

SET NO. 1	ENTRANCE DOOR	4 1/2" X 4 1/2" FULL MORTISE BUTT HINGES W/ NON-REMOVABLE PINS, 1 1/2 PAIR	HINGES
HINGES			
LOCKSET			
EXIT DEVICE			
CLOSER			
STOP			
SET NO. 2	SECURE ACCESS DOOR	4 1/2" X 4 1/2" FULL MORTISE BUTT HINGES, 1 1/2 PAIR PER LEAF SCHLAGE STOREROOM CYLINDRICAL LOCKSET N069P0, ATHENS LEVER, SEE NOTE 1 OR 2 AS PER SCHEDULE. SURFACE MOUNTED, PULL SIDE CLOSER, 90 DEGREE SWING W/ HOLD OPEN	HINGES LOCKSET CLOSER STOP
HINGES			
LOCKSET			
CLOSER			
STOP			
SET NO. 3	OFFICE DOOR	4 1/2" X 4 1/2" FULL MORTISE BUTT HINGES, 1 1/2 PAIR PER LEAF SCHLAGE ENTRANCE / OFFICE LOCKSET N069P0S, ATHENS LEVER, SEE NOTE 1. MES HALF DOME FLOOR STOP	HINGES LOCKSET CLOSER STOP
HINGES			
LOCKSET			
CLOSER			
STOP			
SET NO. 4	RESTROOM DOOR	4 1/2" X 4 1/2" FULL MORTISE BUTT HINGES, 1 1/2 PAIR PER LEAF SCHLAGE ENTRANCE / OFFICE CYLINDRICAL LOCKSET N069P0S, ATHENS LEVER, KEYPED ACCESS, PUSH-BUT MES HALF DOME WALL STOP	HINGES LOCKSET CLOSER STOP
HINGES			
LOCKSET			
CLOSER			
STOP			
SET NO. 5	CORRIDOR DOOR	4 1/2" X 4 1/2" FULL MORTISE BUTT HINGES, 1 1/2 PAIR PER LEAF SCHLAGE ENTRANCE / OFFICE CYLINDRICAL LOCKSET N069P0S, ATHENS LEVER, SURFACE MOUNTED, PULL SIDE CLOSER, 90 DEGREE SWING W/ HOLD OPEN	HINGES LOCKSET CLOSER STOP
HINGES			
LOCKSET			
CLOSER			
STOP			
SET NO. 6	OVERHEAD DOOR	OVERHEAD SECTIONAL INSULATED DOOR MODEL 416 COMPLETE SYSTEM W/ ELECTRIC HOIST, BOTTOM SENSING EDGE, BOTTOM WEATHERSTRIPPING & JAMB WEATHER SEALS, COMPLETE OPERATING ASSEMBLY, AS PER MANUFACTURERS RECOMMENDATIONS.	HINGES LOCKSET CLOSER STOP
HINGES			
LOCKSET			
CLOSER			
STOP			
DOOR TYPES			



DOOR TYPES

A

GENERAL STRUCTURAL NOTES

GENERAL REQUIREMENTS

- 1. Drawing notes and specifications are instructions to the Contractor and apply generally to all the work, unless more specific information is shown elsewhere on the drawings or written in the specifications. In the event of conflicting instructions, the Architect shall determine what controls.
- 2. Conform to *The International Residential Code*, latest edition including local amendments.
- 3. Take dimensions to centers of columns, beams, piers, and plaster; faces of walls; and to edges of openings unless shown otherwise.
- 4. Coordinate dimensions shown on the contract drawings with fabrication and field conditions and report any inconsistencies to the Architect before proceeding with work.
- 5. The structural design is based on the interaction of all the parts of the completed structure. The Contractor shall solely bear the risk for providing adequate stability and safety of the structure during construction.
- 6. Details shown on drawings are to be considered typical for all similar conditions.
- 7. Existing construction that is damaged or altered during installation of the new Work shall be replaced or repaired to match existing.

CARPENTRY

- 1. Comply with the latest edition of the AFPA *National Design Specification for Wood Construction*, 2001 and the American Institute of Timber Construction *Timber Construction Manual*, fourth edition.
- 2. Provide new lumber and plywood with grade which indicates species, mill number, moisture content when surfaced, and grade or stress rating stamps from the associations having jurisdiction.
- a. Interior Framing: Provide Spruce-Pine-Fir No.1/No.2 grade lumber or better unless otherwise noted.
- b. Exterior Framing: Provide Southern Pine No. 2 grade lumber for all exterior framing except columns which shall be Southern Pine No. 1 grade unless noted otherwise.
- i. Pressure Treated Lumber shall be redried after treatment and maintained at a moisture content of less than 19% until installation.
- 3 Fastening: Refer to the Fastening Schedule for nailing not noted herein or not shown on the drawings.
- a. All nails shall be common unless otherwise noted.
- b. When using power driven fasteners to secure sheathing to framing, Contractor must ensure that no more than 10% of the fasteners are overdriven (defined as head of fastener being driven below the surface of the sheathing). If more than 10% of fasteners are overdriven, fastener values required by the Fastening Schedule or as otherwise specified on the drawings shall be increased by 50%.
- c. Floor sheathing shall be glued and nailed. Adhesive shall be laid in continuous beads. For joists wider than 1 1/2", two parallel rows of adhesive shall be used.
- d. Floor sheathing to rim board (edge nails): Face-nail through floor sheathing in accordance with the code. 8d- and 10d-box or common nails may be spaced at a minimum of 6 inches on center.
- e. Wall sheathing to rim board (face-nails): Face-nail into wide face of rim in accordance with the code. 8d-, 10d-, 12d-, 16d-box or common nails may be spaced at a minimum of 2 inches on center (stagger nails for spacing 3 inches on center or less by at least 1/2 inch).

- a. All exterior framing and framing in contact with concrete or masonry shall be pressure treated for exterior exposure using ACQ-D or C-A-B preservative. ACQ-A preservative is prohibited.
 - b. Connect multiple plies of framing members with two rows of 12d common nails spaced 12" on center unless otherwise noted.
 - c. Nailed column plies shall not be used to connect more than two plies. Nailing shall conform to the requirements of NDS Clause 15.3.3
 - i. adjacent nails shall be driven from opposite sides of the column;
 - ii. all nails shall penetrate at least 3/4 of the thickness of the last ply;
 - iii. nails shall be spaced not more than twenty (20) nail diameters or six (6) times the thickness of the thinnest ply, whichever is less, on center along the length of the column;
 - iv. nails shall not be located closer than fifteen (15) nail diameters from the ends of the column
 - v. parallel rows of nails shall be spaced not less than ten (10) nail diameters and not more than twenty (20) nail diameters apart.
 - vi. nails shall not be located closer than the (5) nail diameters and not more than twenty (20) nail diameters from the vertical edges of the column.
 - vii. two (2) or more longitudinal rows of nails are required whenever the depth of the column exceeds three (3) times the thickness of the thinnest ply.
 - viii. When only one longitudinal row of nails is required, adjacent nails shall be staggered. When 3 or more longitudinal rows of nails are used, nails in adjacent rows shall be staggered.
 - d. Bolted column plies shall conform to the requirements of NDS Clause 15.3.4
 - i. a metal plate or washer shall be provided between the wood and the bolt head and between the wood and the nut;
 - ii. all nuts shall be tightened to ensure that faces of adjacent plies are in contact
 - iii. bolts shall be spaced a minimum of four (4) bolt diameters but not more than six (6) times the thickness of the thinnest ply, whichever is less, on center along the length of the column;
 - iv. bolts shall be spaced not more than eight and four tenths (8.4) bolt diameters and not less than seven (7) bolt diameters from the ends of the column
 - v. parallel rows of bolts shall be spaced not less than one and one half (1 1/2) bolt diameters and not more than ten (10) bolt diameters apart.
 - vi. bolts shall not be located closer than one and one half (1 1/2) bolt diameters and not more than ten (10) bolt diameters from the vertical edges of the column.
 - vii. two (2) or more longitudinal rows of bolts are required whenever the depth of the column exceeds three (3) times the thickness of the thinnest ply.
 - viii. When only one longitudinal row of nails is required, adjacent nails shall be staggered. When 3 or more longitudinal rows of nails are used, nails in adjacent rows shall be staggered.
 - e. Notches in joists shall not exceed 1/6 the joist depth and shall not in the middle third of the span. Bored holes shall not be within 2" of joist edges and not exceed 1/3 the depth of the joist.
 - i. Specified metal connectors are manufactured by Simpson Strong-Tie Co. Substitute connectors of equal or greater capacity than the referenced connectors may be used. All connector hardware and fasteners embedded in pressure treated lumber shall have a minimum G185 galvanized coating.
 - g. Provide galvanized anchors securing pressure treated plates to foundations or connecting pressure treated joists and columns. G185 coating minimum.
 - h. Install proprietary connections in strict conformance with manufacturer's installation requirements using the specified maximum number and size of nails. Fill all holes. Deck screws shall not be used to connect framing hardware. For face mounted joist connectors, provide connectors per the following table unless otherwise noted.
- | FLOOR OR ROOF JOIST SIZE | MINIMUM |
|--------------------------|---------|
| CONNECTOR | |
| 2X6 | LUS26 |
| 2X8 | LUS26 |
| 2X10 | LUS28 |
| 2X12 | LUS28 |
- i. All PRRALLAM, parallel strand lumber (PSL) shall have a minimum allowable bending stress, Fb, of 2800 psi (single use, normal duration), a minimum allowable shear stress, Fv, of 290 psi, and a minimum modulus of elasticity, E, of 2,000,000 psi unless noted otherwise.
 - i. Pressure PSL beams shall be redried after treatment and maintained at a moisture content of less than 19% until installation.
 - k. All laminate veneer lumber (LVL) shall have a minimum allowable bending stress, Fb, of 2950 psi (single use, normal duration), a minimum allowable shear stress, Fv, of 285 psi, and a minimum modulus of elasticity, E, of 2,000,000 psi unless noted otherwise.
 - i. Provide Gang-Lam LVL as manufactured by Louisiana Pacific Engineered Wood Products Division.
 - ii. Install per manufacturer's specifications.
 - 5. Refer to fastening schedule in the 2003 International Building Code, table 2304.3.1.

2015 INTERNATIONAL ENERGY CONSERVATION CODE NOTES

1. A continuous air barrier and thermal barrier shall be installed in the building envelope to prevent conditioned air from escaping and to reduce heat loss or gain through the building envelope.

- 1. A continuous air barrier and thermal barrier shall be installed in the building envelope to prevent conditioned air from escaping and to reduce heat loss or gain through the building envelope.
- 2. The ceiling, attic air barrier in any dropped ceiling/craft shall be aligned with the insulation and any gaps in the air barrier sealed. Access openings, drop down stair or fire wall doors to unconditioned attic spaces shall be sealed.
- 3. The air barrier in the wall corners and headers shall be installed and the junction of the foundation and sill plate shall be sealed. The junction of the top plate and top of exterior walls shall be sealed. Exterior thermal envelope insulation (where installed) for framed walls shall be installed in substantial contact and continuous alignment with the air barrier. Knee walls shall be sealed.
- 4. The air barrier shall be sealed over all exterior doors, windows, and skylights and framing shall be sealed.
- 5. Penetrations shall be installed and sealed to maintain permanent contact with underside of exterior decking or floor above unconditioned space. The air barrier shall be installed at any exposed edge or interruption.
- 6. Gaps in the air barrier shall be sealed with a material having an air leakage rate of not more than 0.01 cfm per square foot of gap.
- 7. Gaps in the air barrier shall be sealed with a material having an air leakage rate of not more than 0.01 cfm per square foot of gap.
- 8. All penetrations from conditioned spaces to unconditioned spaces (i.e., duct shafts, chimneys, etc.) shall be sealed with a material having an air leakage rate of not more than 0.01 cfm per square foot of gap.
- 9. Penetrations from unconditioned spaces to conditioned spaces shall be sealed with a material having an air leakage rate of not more than 0.01 cfm per square foot of gap.
- 10. Air sealing shall be provided between the garage and conditioned spaces.
- 11. Recessed light fixtures installed in the building thermal envelope shall be air tight, IC rated, and sealed with a gasket or caulked between the housing and the interior wall or ceiling covering. This fixture shall have an air leakage rating of 2.0 cfm when tested in accordance with ASTM E283 at 1.57 psf pressure differential.
- 12. Bat insulation shall be cut neatly to fit around wiring and plumbing in exterior walls, or insulation that on installation readily conforms to available spaces shall be used.
- 13. Exterior doors shall be sealed to the structure and this shall be installed and the air barrier shall be sealed over all exterior doors.
- 14. The air barrier shall be installed behind electrical or communication boxes or air sealed boxes shall be installed.
- 15. HVAC register bores that penetrate building thermal envelope shall be sealed to the auditor or drywall.
- 16. Air barrier shall be installed on fireplace walls. Fireplaces shall have gasketed doors.
- 17. New wood during fireplace shall have tight-fitting flue dampers and outdoor combustion air.
- 18. At least one thermostat shall be provided for each separate heating and cooling system.
- 19. The primary heating system in a forced-air furnace, oil burner, or heat pump shall be equipped with a device capable of controlling the heating and cooling system on a cycle schedule to maintain different temperature set points at different times of the day. This thermostat shall include the capability to set back or temporarily operate the system to maintain lower temperatures down to 55°F (13°C) or up to 66°F (20°C). The thermostat shall initially be programmed with a heating temperature set point no higher than 70°F (21°C) and a cooling temperature set point no lower than 78°F (26°C).
- 20. Supply ducts in unconditioned space shall be insulated to a minimum of R-8. All other ducts shall be insulated to a minimum of R-6.
- 21. Ducts shall be sealed to the structure and this shall be installed and the air barrier shall be sealed over all exterior doors.
- 22. Building framing cavities shall not be used as ducts or plenums.
- 23. Sewer and venting systems, supplied through energy service to the building, shall include automatic controls capable of shutting off the system when the pavement temperature is above 50°F, and no precipitation is falling and an automatic or manual control that will allow shutdown when the outdoor temperature is above 40°F.
- 24. All ports and in ground permanently installed pipes with heaters shall be equipped with a readily accessible on-off switch that is mounted outside of the building to prevent freezing. The switch shall be labeled "Heater On/Off" and shall be clearly marked with the word "ON" and "OFF".
- 25. All ports and in ground permanently installed pipes with heaters shall be equipped with time switches or other control method that can automatically turn off and on heaters and pumps according to a pre-set schedule that be installed on all heaters and pumps. Heaters, pumps and motors that have built in timers shall be deemed in compliance with this requirement.
- 26. Heated pools and in ground permanently installed pipes shall be provided with a vapor barrier cover.
- 27. A minimum of 75 percent of the lamps in permanently installed lighting fixtures (except low voltage fixtures) shall be high-efficiency lamps or a minimum of 75 percent of the permanently installed lighting fixtures shall contain only high efficiency lamps.
- 28. Mechanical and plumbing system piping capable of carrying fluids above 105 degrees Fahrenheit shall be insulated to a minimum of R-3.
- 29. The building shall be tested and verified as having an air leakage rate of not exceeding 3 air changes per hour. Testing shall be conducted with a blower door at a pressure of 0.2 inches w.g. (50 Pascals). Where required by the code official, testing shall be conducted by an approved third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the code official. Testing shall be performed at any time after creation of all penetrations of the building thermal envelope.
- 30. During testing:
- a) Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed, beyond the intended weather stripping or other infiltration control measures.
- b) Dampers, including exhaust, intake, makeup air, backdraft and flue dampers shall be closed, but not sealed beyond intended infiltration control measures.
- c) Interior doors, if installed at the time of the test, shall be open.
- d) Exterior doors for continuous ventilation systems and heat recovery ventilation systems shall be closed.
- e) Heating and cooling systems, if installed at the time of the test, shall be turned off and
- f) Supply and return registers, if installed at the time of the test, shall be fully open.
- 31. Duct tightness (not required if air handler and all ductwork is located within the thermal envelope) shall be verified by either of the following:
- a) Post construction test: Total leakage shall be less than or equal to 4 cfm per 100 square feet of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All registers shall be taped or otherwise sealed during the test.
- b) Pre-test: Total leakage shall be less than or equal to 4 cfm per 100 square feet of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All registers shall be taped or otherwise sealed during the test.
- c) Pre-test: Total leakage shall be less than or equal to 4 cfm per 100 square feet of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All registers shall be taped or otherwise sealed during the test.
- d) Pre-test: Total leakage shall be less than or equal to 4 cfm per 100 square feet of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All registers shall be taped or otherwise sealed during the test.
- e) Pre-test: Total leakage shall be less than or equal to 4 cfm per 100 square feet of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All registers shall be taped or otherwise sealed during the test.
- f) Pre-test: Total leakage shall be less than or equal to 4 cfm per 100 square feet of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All registers shall be taped or otherwise sealed during the test.
- 32. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not in use.
- 33. All air intakes and exhausts shall have a readily accessible manual switch that can turn off the hot water circulating pump when the system is not in use.
- 34. Windows and sliding glass doors limited to no more than 0.34m per square foot of air leakage. Swinging doors limited to no more than 0.54m per square foot.
- 35. A permanent certificate shall be completed and posted in or on the electrical distribution panel, listing the predominant insulation and energy values for building insulation, fenestration, and duct systems.

2015 INTERNATIONAL ENERGY CONSERVATION CODE REQUIREMENTS (WITH MINOR AMENDMENTS)

CLIMATE ZONE	WINDOW U-FACTOR	SKYLIGHT U-FACTOR	WINDOW SHGC	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE	FLOOR R-VALUE	BASEMENT R-VALUE	SLAB R-VALUE & DEPTH	CEILING SPACE WALL R-VALUE
5	0.32	N/A	N/A	49*	20 / 13+5	13/17	30	10/13	10, 2 FT.	10/13

* R-38 IS ACCEPTABLE WHENEVER THE FULL HEIGHT OF THE UNCOMPRESSED R-38 INSULATION EXTENDS OVER THE WALL TOP PLATE AT THE EXTERIOR PER ICCO 402.2.1)

ACTUAL INSULATION PROVIDED BY COMPONENT THIS PROJECT

CLIMATE ZONE	WINDOW U-FACTOR	SKYLIGHT U-FACTOR	WINDOW SHGC	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE	FLOOR R-VALUE	BASEMENT R-VALUE	SLAB R-VALUE & DEPTH	CEILING SPACE WALL R-VALUE
5	N/A	N/A	N/A	49	20	N/A	N/A	N/A	N/A	N/A

Roof Top Self-Contained Air Conditioning Unit Schedule (Existing)																																										
UNIT NO	SERVICE	LOCATION	MANUF. AND MODEL NO.	SUPPLY FAN										HEATING MBH				EVAPORATOR COIL						COMPRESSOR						POWER SUPPLY / POWER EXH FAN				REFRIG.		CONDENSER		FILTER		NATURAL GAS	UNIT WEIGHT LBS	REMARKS
				TON	CFM	E.S.P. W.G. IN.	FAN RPM	BHP	FLA	V/PH/Hz	INPUT HILLO	OUTPUT HILLO	MIN. COOLING MBH	TOTAL COOLING MBH	SENSIBLE COOLING MBH	COIL ENT. A DB °F	COIL L.V.G. A DB °F	SC. FT. AREA	TYPE	NO.	TONS EA.	HP EA.	RLA EA.	LRA EA.	TOTAL POWER KW	MCA	MOCF	HP	CFM	EER	TYPE	CTRT1 LBS-OZ	CTRT2 LBS-OZ	FAN NO.	HP EA.	TYPE	NO.	SIZE	MIN. MAX. PRESSURE INCHES OF W.C.			
RTU-1	ENTIRE BUILDING	ROOF	CARRIER-48HCFD12	10	4000	0.6	889	2.1@	3	6.9	209/360	1841/47	800	120	92.6	80	67.0	58	56	4	11.1	SCROLL	2	5	5	15.9	110	10	98	70	1	3800	11.6	410A	18-31 / 17-3	1	1	THIRCVIA 18-41392020X 04-41392024XV	4-15"	1350	EXISTING	

DIFFUSER, REGISTERS, AND GRILLES SCHEDULE

TAG	MANUFACTURER AND MODEL	CFM RANGE	MODULE SIZE	NECK SIZE	O.B.D. (V/IN)	MATERIAL	FINISH	REMARKS
S	TTUS - S300FL	0-100	-	6x6	Y	ALUMINUM		SUPPLY AIR REGISTERS - ROUND/OVAL DUCT INSTALLATION WITH AIR SCOOP DAMPER
	TTUS - S300FL	101-250	-	10x6	Y	ALUMINUM		SUPPLY AIR REGISTERS - ROUND/OVAL DUCT INSTALLATION WITH AIR SCOOP DAMPER
	TTUS - S300FL	251-300	-	14x6	Y	ALUMINUM		SUPPLY AIR REGISTERS - ROUND/OVAL DUCT INSTALLATION WITH AIR SCOOP DAMPER
	TTUS - S300FL	301-400	-	16x6	Y	ALUMINUM		SUPPLY AIR REGISTERS - ROUND/OVAL DUCT INSTALLATION WITH AIR SCOOP DAMPER
ER	SEE PLAN	SEE PLAN	-	SEE PLAN		ALUMINUM		WALL/DUCT INSTALLATION RETURN/EXHAUST/AIR TRANSFER GRILLES

EXHAUST FAN SCHEDULE

UNIT NO.	SERVICE	LOCATION	MANUFACTURER	TYPE	DRIVE	MODEL	DUCT DIA. INCHES	S.T.D. AIR CFM	E.S.P. IN. W.G.	FAN RPM	B.H.P.	HP	VOLTS-PH-HZ	WEIGHT LB	REMARKS
TE-1	WC 105	SEE PLANS	PANASONIC	CABINET FAN	DIRECT	FV48YK3	6"	75	0.25	1130	N/A	11 WATTS	120-140	12	
TE-2	RESTROOM 205	SEE PLANS	PANASONIC	CABINET FAN	DIRECT	FV48YK3	6"	75	0.25	1130	N/A	11 WATTS	120-140	12	
EE-1	UTILITY 204	SEE PLANS	PANASONIC	CABINET FAN	DIRECT	FV48YK3	8"	75	0.25	1130	N/A	11 WATTS	120-140	12	

DUCTLESS AIR CONDITIONING UNIT SCHEDULE

TAG	INDOOR MODEL NO. (IHD)	OUTDOOR MODEL NO. (OD)	REFRIG. TYPE	NOMINAL COOLING (BTU/HR)	NOMINAL HEATING (BTU/HR)	TOTAL SEER	MIN. HSFP	INDOOR UNIT ELECTRICAL CHARACTERISTICS	OUTDOOR UNIT ELECTRICAL CHARACTERISTICS	INDOOR UNIT WEIGHT (LBS)	OUTDOOR UNIT WEIGHT (LBS)	BASIS OF DESIGN MANUF.	NOTES
AC-1/OU-1	LS120SHV4	LS120SHV4	R-410A	11,200	13,300	272	21.5	VOLTS 208 PHASE 1	VOLTS 208 PHASE 1	100	75	15	1-6

1. SIZE REFRIGERANT LINES ACCORDING TO MANUFACTURERS RECOMMENDATIONS.
2. PROVIDE ALL EXPOSED CONDENSATE PIPING WITH DECORATIVE COVER. DIVERSITECH LINE-HIDE OR APPROVED EQUAL. 5.
3. PROVIDE UNIT MANUFACTURERS PROGRAMMABLE THERMOSTAT.
4. PROVIDE UNIT MANUFACTURERS CASSETTE GRILLE & AUTO ELEVATION MT.
6. PROVIDE MANUFACTURERS WIND Baffle FOR LOW AMBIENT OPERATION DOWN TO 0 DEG. F.

SUPPLY AIR DIFFUSER
(SEE DIFFUSER SCHEDULE)

SUPPLY AIR DIFFUSER
(SEE DIFFUSER SCHEDULE)

RETURN AIR GRILLE
(SEE DIFFUSER SCHEDULE)

THERMOSTAT

EXISTING TO BE REMOVED

EXISTING DUCT

NEW SUPPLY DUCT

NEW RETURN/EXHAUST DUCT

VOLUME BALANCING DAMPER
(LOOKING TYPE)

FIRE DAMPER

NEW CONNECTION TO EXISTING

DIFFUSER TAG - SEE
DIFFUSER SCHEDULE

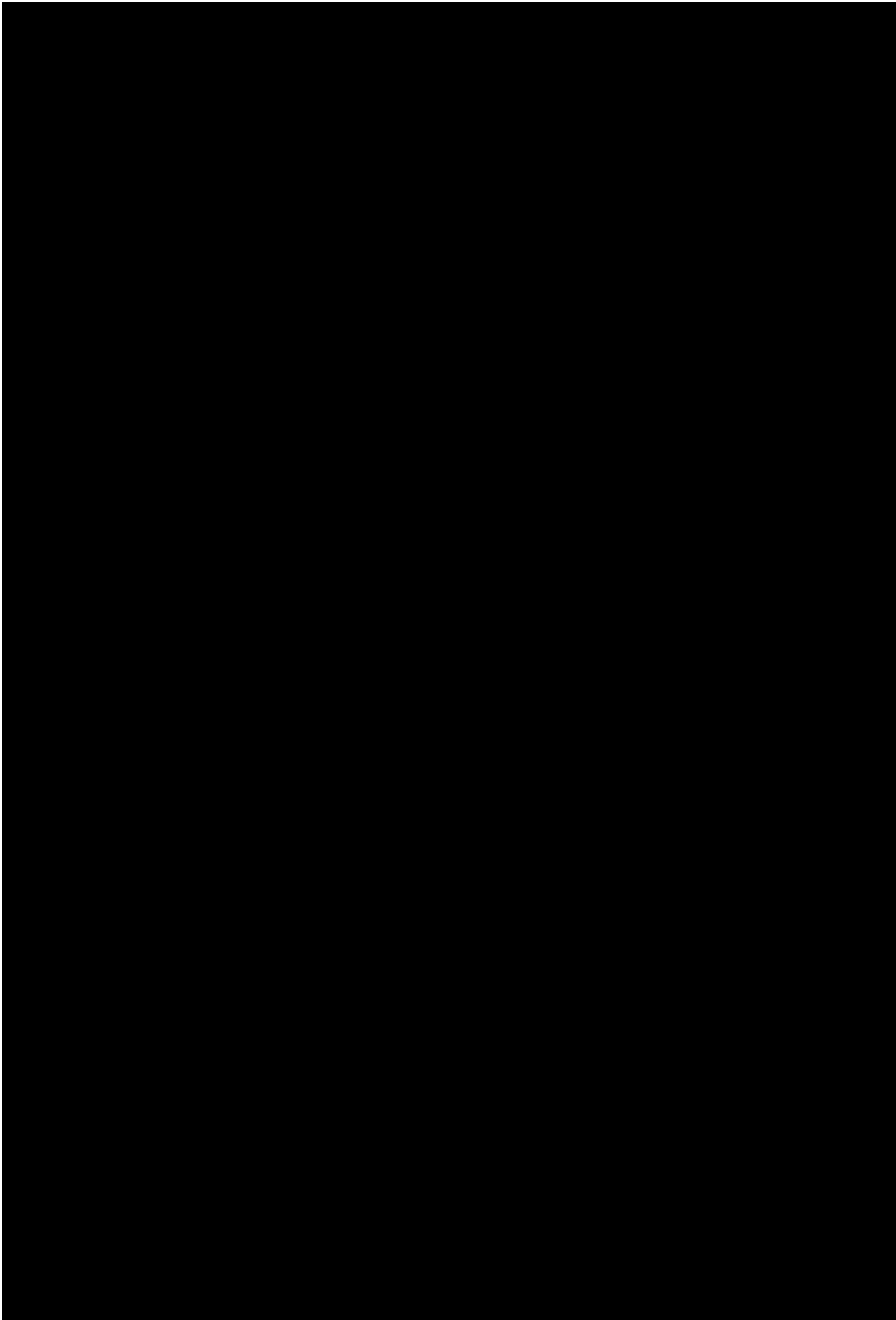
EQUIPMENT TAG - SEE
EQUIPMENT SCHEDULES

- MECHANICAL SPECIFICATIONS AND GENERAL NOTES:
- CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE AND VERIFYING ANY EXISTING FIELD CONDITIONS PRIOR TO THE SUBMISSION OF THEIR BID.
 - CONTRACTOR IS RESPONSIBLE FOR COORDINATING THEIR WORK WITH THE WORK OF ALL OTHER TRADES AND MAKING ANY NECESSARY ADJUSTMENTS TO THEIR WORK AT NO ADDITIONAL COST, INCLUDING ANY OFFSETS REQUIRED.
 - THE DRAWING INDICATES GENERAL CHARACTER AND LOCATION OF WORK INCLUDED, BUT HAVING MINOR SPECIALTIES WHICH ARE TO BE PROVIDED AT NO ADDITIONAL COST.
 - ALL WORK SHALL BE IN ACCORDANCE WITH ALL LOCAL CODES. THESE CODES SHALL BE FOLLOWED AS A MINIMUM. PROVIDE A HIGHER GRADE OF MATERIAL AND WORKMANSHIP WHERE REQUIRED BY THESE DOCUMENTS. PROVIDE ALL TESTS REQUIRED BY LOCAL CODES.
 - THE ABOVE CEILING RETURN AIR PLENUM SHALL BE OF TIGHT CONSTRUCTION AND ANY SOURCES OF AIR CONTAMINATION (TRAPS, SOIL STACKS, DOWN-SPOUTS, VENTS, EXHAUST DISCHARGES, ECT) SHALL BE SEALED, ENCLOSED OR ISOLATED SUCH THAT NO CONTAMINATED CAN BE RECIRCULATED.
 - MAINTAIN A CONTINUOUS AND CLEAR RETURN AIR PATH ABOVE THE SUSPENDED CEILING. INSTALL ANY NEW WORK SUCH THAT IT DOES NOT HINDER THE RETURN AIR FLOW. INCLUDE OPENINGS IN FULL HEIGHT WALLS.
 - PROVIDE ALL REQUIRED OPENINGS IN FLOOR, WALL ETC., NECESSARY FOR THE MECHANICAL WORK. COORDINATE ALL WORK WITH THE GENERAL CONTRACTOR AND ARCHITECT.
 - ALL PERMITS, FEES, LICENSES, APPROVALS AND OTHER ARRANGEMENTS FOR WORK SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR.
 - SUBMIT EQUIPMENT SPECIFICATIONS FOR REVIEW AND APPROVAL PRIOR TO PURCHASE.
 - SUBMIT ASSEMBLED PRINTED INSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF EACH ITEM INSTALLED ALONG WITH EQUIPMENT CUTS AND CONTROL WIRING DIAGRAMS.
 - CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIAL FOR ONE YEAR AFTER FINAL ACCEPTANCE AGAINST ALL DEFECTS OF MATERIAL, EQUIPMENT AND WORKMANSHIP.
 - PROVIDE SEPARATE VOLUME DAMPERS (LOOKING TYPE) WITH ALL SUPPLY DIFFUSERS.
 - ALL EQUIPMENT SHALL BE CLEANED AND ADJUSTED AS REQUIRED TO OPERATE SATISFACTORILY.
 - VERIFY EXACT LOCATION OF THERMOSTAT WITH ARCHITECT PRIOR TO INSTALLATION.
 - ALL LOW PRESSURE DUCTWORK LINING AND/OR INSULATION SHALL BE PER BUILDING STANDARDS.
 - ALL SUPPLY AND RETURN AIR DUCTWORK SHALL BE 24 GAUGE GALVANIZED SHEET METAL INSTALLED PER SMACNA STANDARDS.
 - ALL DUCT SIZES INDICATED ARE CLEAR WORKING DIMENSIONS. DUCT LINING AS INDICATED PER FLOOR PLANS.
 - FLEXIBLE DUCTWORK SHALL BE "FLEXMASTER" TYPE 3 NON-INSULATED AND NO FLEXIBLE DUCTWORK SHALL BE LONGER THAN 6'-0".
 - PROVIDE FIRE DAMPERS AS REQUIRED BY WALL ASSEMBLY RATING.
 - MECHANICAL WORK TO COORDINATE WITH TENANT CEILING HEIGHTS.
 - SEAL ALL DUCTWORK JOINTS PER ENERGY CODE.

2015 IMC Ventilation Airflow Rate Calculation

System No.	System Zone Type	Space No.	Space Designation	Room Name	No. of Occupants	Sq. Ft.	A _s	P _s	R _p	R _s	V _{ss}	E _s	V _{ss}	V _{ss}	Z _p	Multi Zone				Single Zone				Comments			
																Max Z _p	E _v	P _s	D	V _{ss}	V _{ss}	V _{ss}	Fixures		Exhaust Air		
RTU-1	Multi Zone	101	RECEPTION	SECURITY RECEPTION	1	65	65.0	1	5	0.06	10	0.8	13	150	0.08												
RTU-1	Multi Zone	102	CORRIDOR	VESTIBULE	0	90	90.0	0	0	0.06	10	0.8	13	200	0.06												
RTU-1	Multi Zone	103	WAITING	WAITING ROOM	3	370	370.0	3	5	0.06	40	0.8	50	400	0.13												
RTU-1	Multi Zone	104	STAIR	STAIR	0	60	60.0	0	0	0.00	0	0.8	0	1	0.00												
RTU-1	Multi Zone	105	TOILET	WC	0	48	48.0	0	0	0.00	0	0.8	0	1	0.00												
RTU-1	Multi Zone	106	OFFICE	DISPENSARY	2	441	441.0	2	5	0.06	40	0.8	50	450	0.11												
RTU-1	Multi Zone	107	STORAGE	INVENTORY	0	155	155.0	0	0	0.12	20	0.8	25	150	0.17												
RTU-1	Multi Zone	108	VAULT	VAULT	0	135	135.0	0	0	0.12	0	0.8	0	100	0.00												
RTU-1	Multi Zone	109	BREAKROOM	LOADING/BREAKROOM	4	270	270.0	4	5	0.06	40	0.8	50	400	0.13												
RTU-1	Multi Zone	201	OFFICE	WELLNESS	6	375	375.0	6	5	0.06	55	0.8	69	600	0.11	0.17	0.9	27	1	365	406	69					
RTU-1	Multi Zone	202	OFFICE	OPEN OFFICE	5	375	375.0	5	5	0.06	50	0.8	63	450	0.14												
RTU-1	Multi Zone	203	OFFICE	MESSAGE	2	110	110.0	2	5	0.06	20	0.8	25	150	0.17												
RTU-1	Multi Zone	204	UTILITY	UTILITY	0	60	60.0	0	0	0.00	0	0.8	0	1	0.00												
RTU-1	Multi Zone	205	TOILET	RESTROOM	0	45	45.0	0	0	0.00	0	0.8	0	1	0.00												
RTU-1	Multi Zone	206	STORAGE	STORAGE	0	65	65.0	0	0	0.12	10	0.8	13	100	0.13												
RTU-1	Multi Zone	207	ELECTRIC ROOM	ELECTRIC/IT	0	61	61.0	0	0	0.00	0	0.8	0	1	0.00												
RTU-1	Multi Zone	208	CORRIDOR	STAIR	0	130	130.0	0	0	0.12	20	0.8	25	150	0.17												
RTU-1	Multi Zone	209	OFFICE	OFFICE	2	200	200.0	2	5	0.06	25	0.8	31	300	0.10												
RTU-1	Multi Zone	210	OFFICE	OFFICE	2	200	200.0	2	5	0.06	25	0.8	31	400	0.08												
Totals																27	4000				406				225		

OHIO DISPENSARY



PLUMBING FIXTURE SPECIFICATIONS

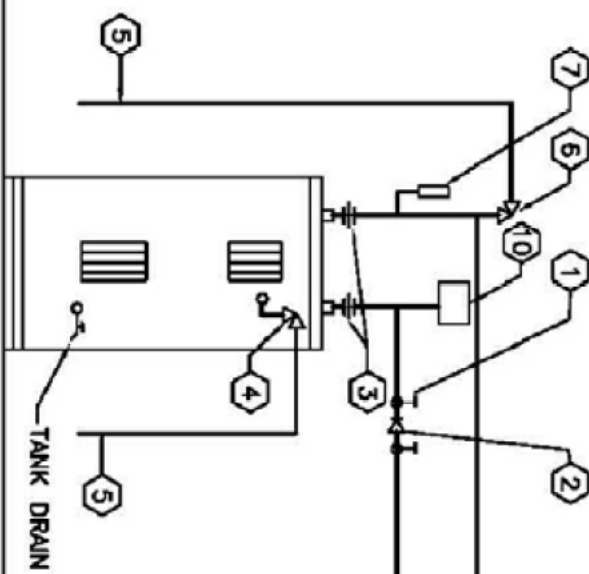
- WC#1
AMERICAN STANDARD 24.6/100-020 WHITE EC 6-1/2" T HIGH PRESURE
ASBEST 12"OHL LUEFEN 2PC CLOSET TIEOUT AMERICAN CLOSSE 5521/100-020
W/LE ENLARGED TIEOUT TIEOUT TIEOUT TIEOUT CLOSSE SNAP OFF
HINGS
BRASS/CAST 12C2919/C- CHROME LEAD FREE 1/2 NON X 3/8 02 COMPRESSION 1/2
BRASS/CAST 1220 C CHROME 3/8 02 X 1/2 CLOSET SUPPLY TIEOUT/BRASS
BRASS 10996 CHROME 1/2 CTS ESQUICHEN
LW-1
AMERICAN STANDARD 0355-02-020 WHITE 2X18 4"CT WALL HANG
COMMERCIAL LIFT FOR HANGER USE OR CARRIER USE LUEFEN
AMERICAN STANDARD 7850.0/1-002 CHROME 1/2 CTS ESQUICHEN
AMERICAN STANDARD 7850.0/1-002 CHROME 1/2 CTS ESQUICHEN
TIEOUT TIEOUT TIEOUT TIEOUT TIEOUT TIEOUT TIEOUT TIEOUT TIEOUT
TIEOUT TIEOUT TIEOUT TIEOUT TIEOUT TIEOUT TIEOUT TIEOUT TIEOUT
BRASS/CAST 2501/1-0/1 4" 2204 CHROME PLATED BRASS P-TAP
BRASS/CAST 262919/C- CHROME LEAD FREE 1/2 NON X 3/8 02 COMPRESSION
1/2 TURN KICK STOP
BRASS/CAST 1/2-1/2 CHROME 3/8 02 X 1/2 WALL SUPPLY TIEOUT DEBRAND
BRASS 10996 CHROME 1/2 CTS ESQUICHEN
BRASS 02619/020 1/2 INSULATION KIT FOR P-TAP 4 TWO STOPS/ RISERS

- [illegible]

- TVL**
 WATTS 170/212 L/F17/26-UT MAX TEMP 90F/165F
 F01
 MF6B H-HCL 5" ROUND NICKEL BRONZE FLOOR DRAIN STRAINER ONLY, 1/2" MP
 THREAD
 FCO-1
 MF6B H-HCL 7 1/2" IN BODY W/ TSP TAPPING
 MF6B H-HCL 5" ROUND NICKEL BRONZE CLEANOUT TOP ONLY WITH GAS TIC
 SEAL INSIDE COVER

FIXTURE COUNT

WATER – ILLINOIS PLUMBING CODE (12/98) SECTION 890 APPENDIX A PAGE 39					
DRAINAGE – ILLINOIS PLUMBING CODE (12/98) SECTION 890 APPENDIX A PAGE 29					
FIXTURE	SUPPLY FIXTURE UNITS	QUANTITY	TOTAL WATER FIXTURE UNITS	DRAINAGE FIXTURE UNITS	TOTAL DRAINAGE FIXTURE UNITS
WC	5	1	5	4	4
LAV	2	1	2	2	2
SINK	2	1	2	2	2
SERVICE SINK	3	1	3	2	2
FD		2		3	6
* ASSUMED DEMAND (NOT LISTED)					
	TOTAL		12	TOTAL	16
FLOW	ILL. PL. CODE SECTION 890 APPENDIX A TABLE N PAGE 41		9.2 GPM	SANITARY SERVICE (1/6/FT.)	ILL. PL. CODE SECTION 890 APP. A TABLE G, PAGE 33
WATER SERVICE	ILL. PL. CODE SECTION 890 APPENDIX A TABLE O PAGE 43		3/4"		



- 1 GATE VALVE
- 2 CHECK VALVE
- 3 UNION
- 4 TEMPERATURE & PRESSURE RELIEF VALVE
- 5 BLOW-OFF SPILL TO SAFE WASTE
- 6 AIR VENT
- 7 THERMOMETER
- 8 AQUASTAT-INCREASE PIPE ONE SIZE FOR
- 9 BY-PASS VALVE (NORMALLY CLOSED)
- 10 EXPANSION TANK - MATROL ST-12

WATER HEATER DETAIL

NOT TO

PLUMBING SPECIFICATIONS AND GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE AND VERIFYING ALL EXISTING FIELD CONDITIONS PRIOR TO SUBMISSION OF HIS BID. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND THE CONTRACT DIAGRAMMATIC IN NATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATION OF EXISTING PIPES.
2. CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK OF ALL OTHER TRADES, AND MAKING ANY NECESSARY MODIFICATIONS TO HIS WORK AT NO ADDITIONAL COST, INCLUDING ALL OFFSETS.
3. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH 2014 ILLINOIS PLUMBING CODES, ILLINOIS MECHANICAL CODES, ILLINOIS ELECTRICAL CODES, AND ILLINOIS SPOKE AND WORKMANSHIP WHERE REQUIRED BY THESE DOCUMENTS. PROVIDE ALL TESTS REQUIRED BY LOCAL CODES.
4. ALL PERMITS, FEES, LICENSES, APPROVALS AND OTHER ARRANGEMENTS FOR WORK SHALL BE OBTAINED BY THE CONTRACTOR AT HIS OWN EXPENSE.
5. SUBMIT ASSEMBLED PRINTED INSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF EACH ITEM INSTALLED ALONG WITH EQUIPMENT CUTS AND CONTROL WIRING DIAGRAMS.
6. SUBMIT EQUIPMENT SPECIFICATIONS FOR REVIEW BEFORE PURCHASE.
7. CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIAL FOR ONE YEAR AFTER COMPLETION AGAINST ALL DEFECTS OF MATERIAL, EQUIPMENT AND WORKMANSHIP.
8. FOR EXACT LOCATION OF PLUMBING FIXTURES REFER TO ARCHITECTURAL PLANS AND ELEVATIONS.
9. PROVIDE COLD WATER CONNECTION TO ICE MAKER.
10. INSULATION: DOMESTIC HOT AND COLD WATER PIPING SHALL BE INSULATED WITH 1" THICK #4 DENSITY GLASS FIBER PRE-FORMED. ALL PURPOSE FLAME RETARDANT JACKET WITH BUILT-IN VAPOR BARRIER.
11. ALL WORK & MATERIALS SHALL BE IN CONFORMANCE WITH LEED STANDARDS.

12. PLUMBING MATERIALS AND ACCESSORIES:
 - A. WASTE PIPING: PIPE 3" AND LARGER - HUBLESS CAST IRON PIPE, 2 1/2" AND SMALLER - STANDARD WEIGHT GALVANIZED STEEL PIPE OR TYPE M COPPER.
 - B. VENT PIPING: PIPE 3" AND LARGER - HUBLESS CAST IRON PIPE, 2 1/2" AND SMALLER - STANDARD WEIGHT GALVANIZED STEEL PIPE OR TYPE M COPPER.
 - C. INTERIOR HOT AND COLD WATER DISTRIBUTION PIPING: TYPE I HARD DRAWN COPPER TUBING, 2-1/2" MAIN SERVICE AND MAIN DISTRIBUTION, 3/4" TO EACH FLOOR GROUP, 1/2" BRANCH PIPES.
 - D. ALL VALVES¹⁵ FOR SHUT-OFFS SHALL BE "BALL" TYPE AS MANUFACTURED BY MILWAUKEE OR NIBCO. PROVIDE INDIVIDUAL COLD AND HOT WATER SHUT-OFFS FOR EACH FLOOR GROUP. ALL VALVES FOR POTABLE WATER SHALL BE LEAD FREE PER 1417(G) OF THE SDMA.
 - E. FLOOR PANS (FP) SHALL BE ZIRN Z4159-P ROUND POLISHED BRONZE TYPE CONTR. TO PROVIDE TRAP PRIMER ACCESSORY.
 - F. FLOOR SINKS (FS) SHALL BE JR SMITH #3430C-13, 4" DRAIN, 12" SINK, 18" DEEP, 3/4" GRATE.
 - G. ALL PIPING PENETRATING A FLOOR AND NOT IN A FIRE RATED ASSEMBLY SHALL BE PROVIDED WITH FIRE STOPPING.

13. PLUMBING FIXTURES:

- A. FINISH AND INSTALL PLUMBING FIXTURES INDICATED. ALL PLUMBING FIXTURES SHALL BE WATERTIGHT COMPLIANT PER MATERIALS TITLE 5. ALL PLUMBING FIXTURES TO BE FIRST QUALITY, CONNECTED AND READY FOR USE. PROVIDE WOOD BACKING, PROPERLY SECURED TO WALLS AND FLOORS AS REQUIRED.

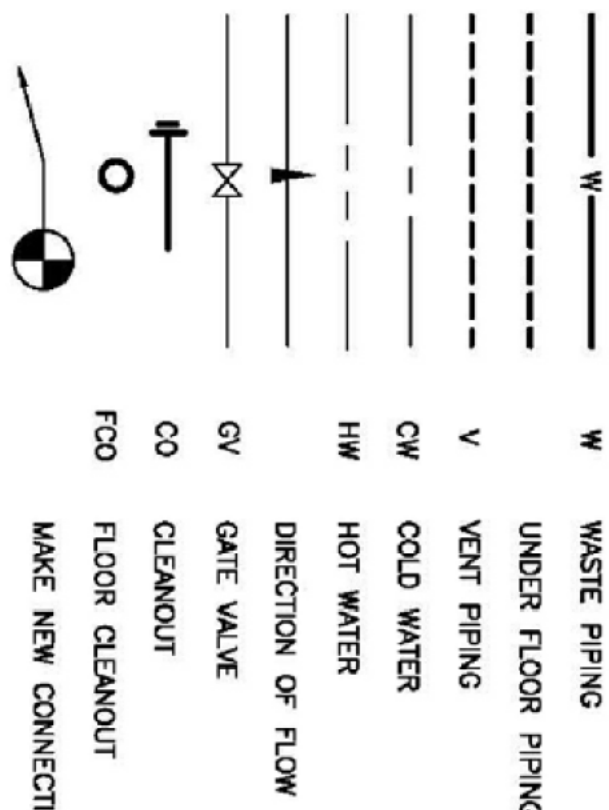
- B. PROVIDE TRAPS AND SUPPLIES WITH STOPS, MAKE ALL FINAL CONNECTION TO EACH FIXTURE, FAUCET, TAILPIECE, SINK FRAMES, ETC FOR ALL FIXTURES.

- C. SEE ARCHITECTURAL DRAWINGS AND MILLWORK ELEVATIONS AND PLANS FOR EXACT LOCATION OF ALL FIXTURES.

13. EQUIPMENT SPECIFICATIONS:

- WH-1- PROVIDE A.O. SMITH OR APPROVED EQUAL MODEL DEL-20 WATER HEATER, 80 GALLON CAPACITY, 3 KW AT 208V/1 PHASE. PROVIDE EXPANSION TANK, SAFETY PAN, T&P VALVE AND HEAT TRAP.

PLUMBING SYMBOLS:

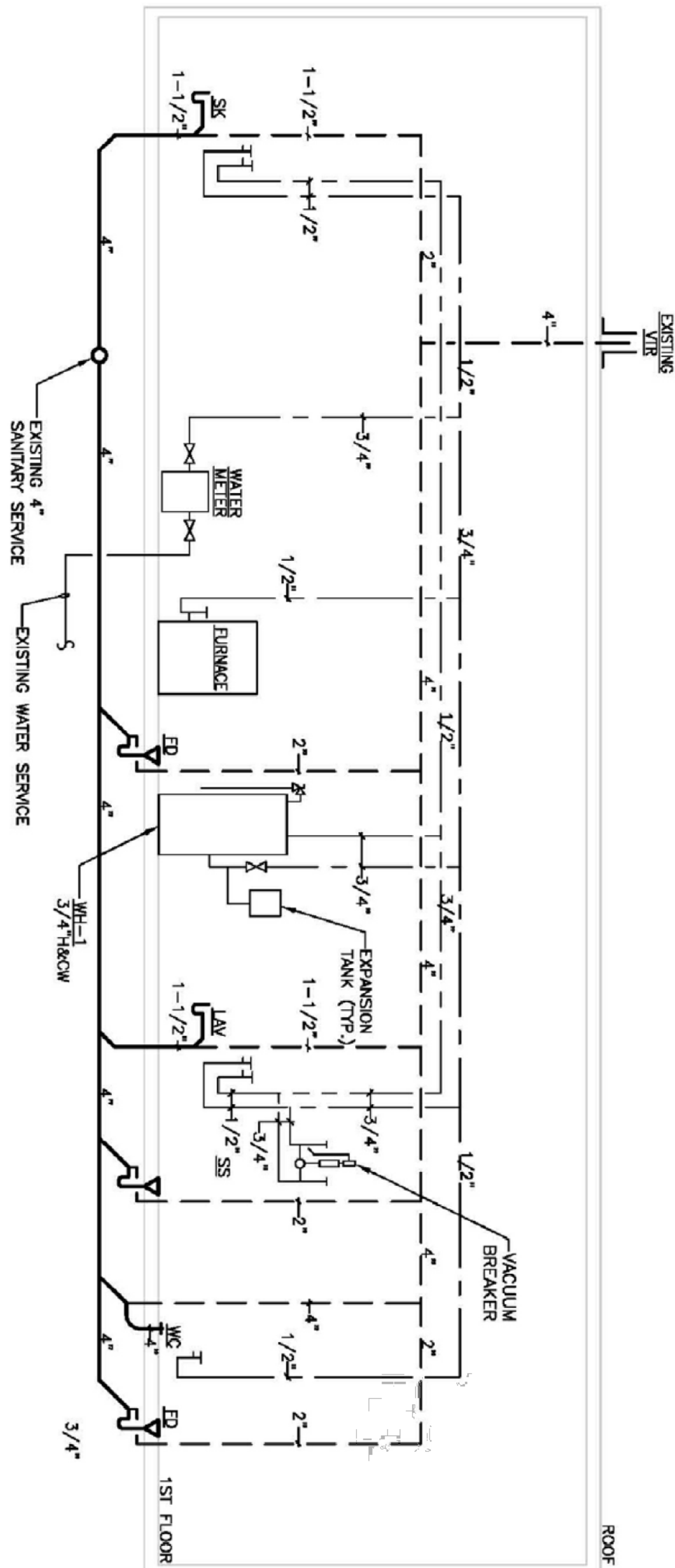


CONN	CONNECT
TYP	TYPICAL
VIF	VERIFY IN FIELD

PLUMBING FIXTURE SPECIFICATIONS

PLUMBING RISER DIAGRAM

N.T.S.

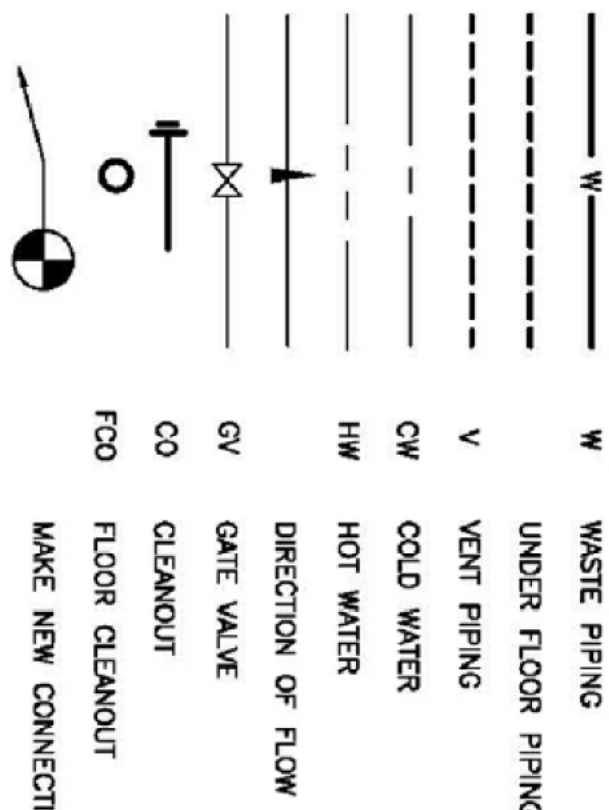


PLUMBING FIXTURE SPECIFICATIONS

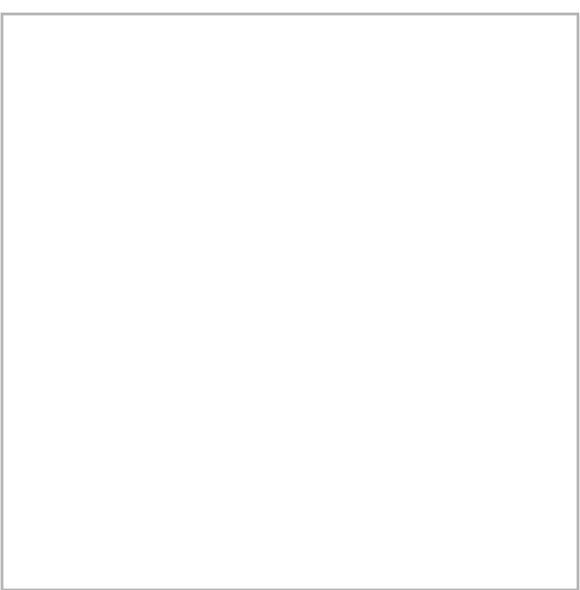
PLUMBING PLAN NOTES:

1. VERIFY AND COORDINATE THE ROUGH-IN LOCATION OF ALL PLUMBING FIXTURES WITH APPROVED SUBMITTALS AND ARCHITECT IN FIELD PRIOR TO INSTALLATION.
2. COORDINATE LOCATION OF ALL PIPING ROUTING WITH ARCHITECT.

PLUMBING SYMBOLS:



CONN	CONNECT
TYP	TYPICAL
VIF	VERIFY IN FIELD

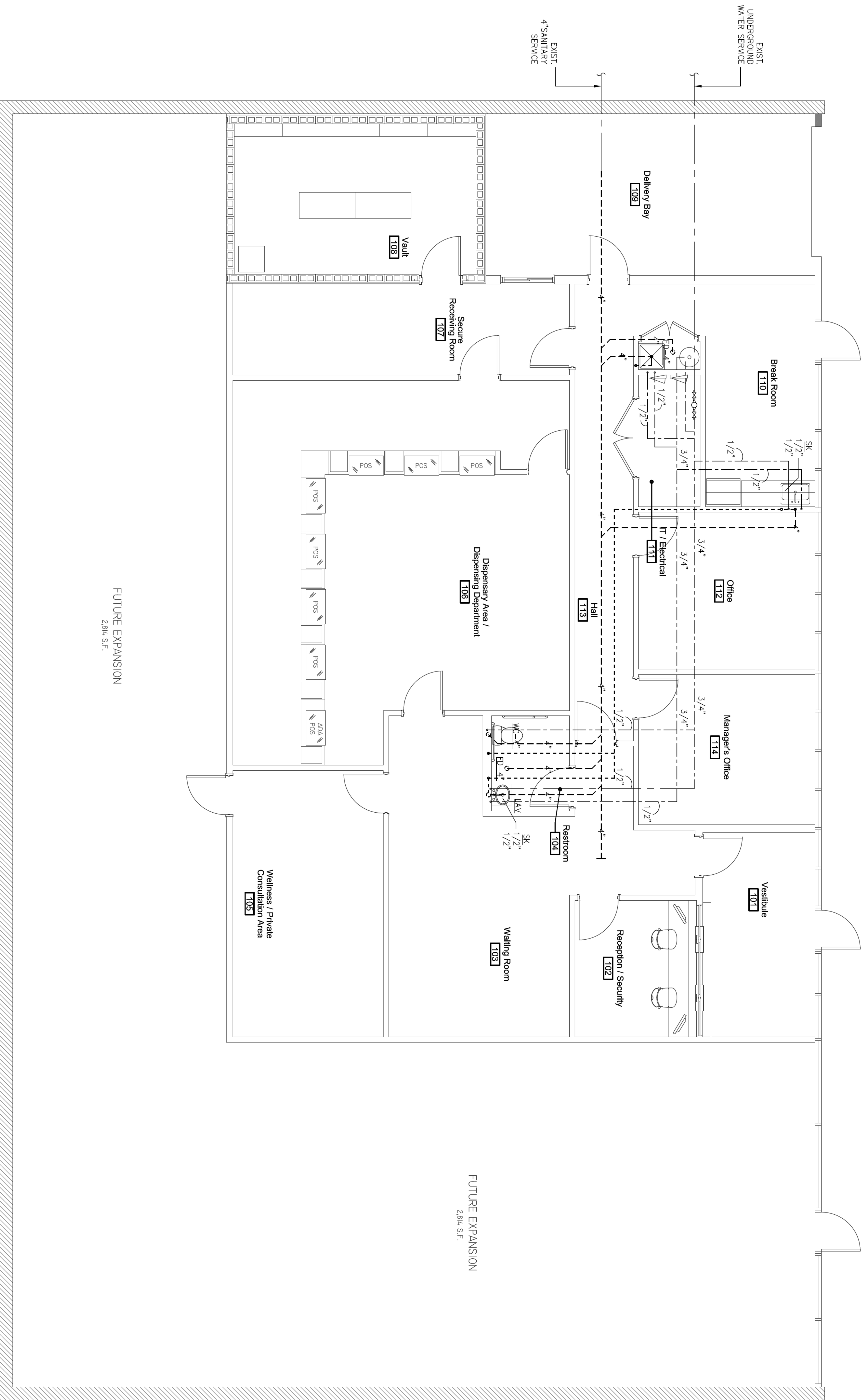


11/15/17
PROJECT 17-0311

CLIENT REVIEW

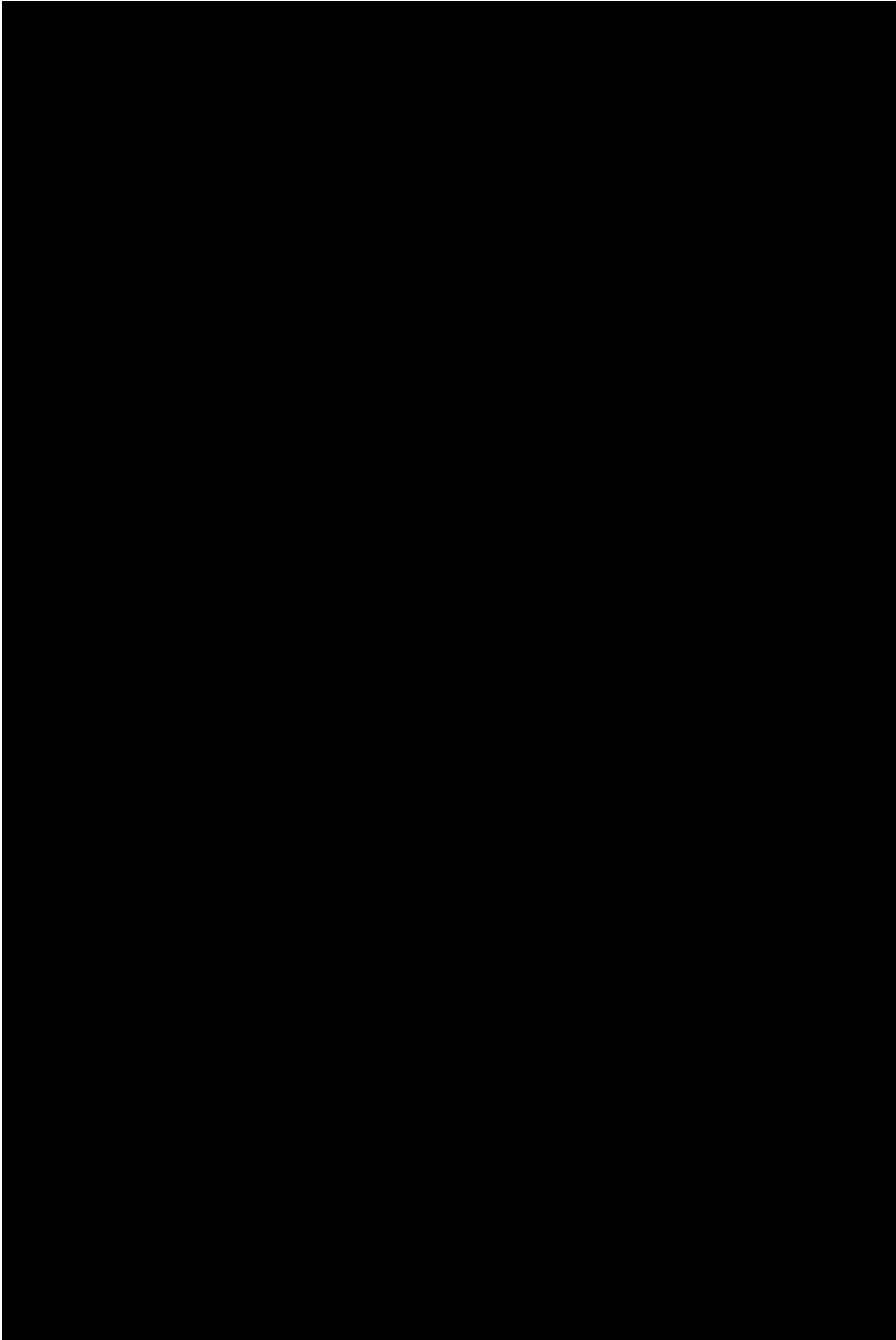
OHIO DISPENSARY

PLUMBING PLAN





PLUMBING PLAN


SCALE: 1/4" = 1'-0"





ELECTRICAL SYMBOLS

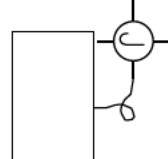
- 

20A, 125V, 2 POLE, 3 WIRE GROUNDING DUPLEX RECEPTACLE MOUNTED @ 12' A.F.F., UNLESS OTHERWISE NOTED
- 

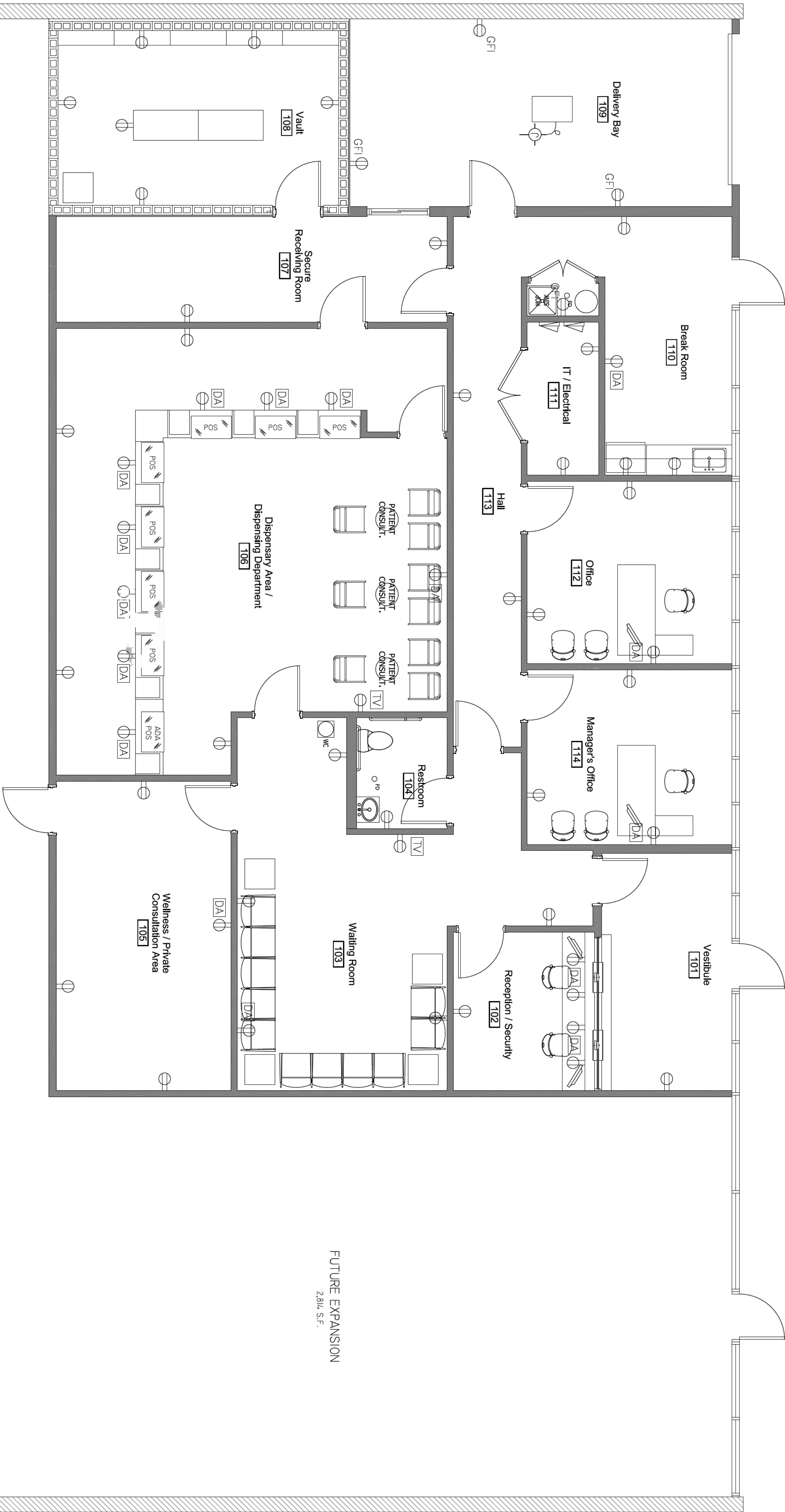
DATA/TELEPHONE JUNCTION BOX
- 

CABLE TV OUTLET
- 

GFI
- 

GFI TYPE DUPLEX RECEPTACLE WITH BUILT IN GROUND FAULT INTERRUPTION MOUNTED H.T., INDICATED ON PLAN
- 

JUNCTION BOX / GARAGE DOOR OPENER



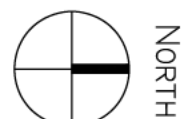
POWER PLAN

SCALE: 1/4" = 1'-0"

POWER PLAN

OHIO DISPENSARY

11/15/17
PROJECT 17-0311
CLIENT REVIEW



LIGHTING PLAN NOTES

1. CONNECT ALL LIGHTING FIXTURES TO NEW PANEL. MAIN UNLESS NOTED OTHERWISE.
2. CONNECT EMERGENCY BATTERY EQUIPMENT & NIGHT LIGHTS TO CIRCUITS IN THE AREA AHEAD OF LOCAL SWITCHING.
3. PROVIDE WATSTOPPER MODEL DW-100 OCCUPANCY SENSORS WALL SWITCH FOR ALL LIGHT SWITCHES TAGGED WITH 'OS'.
4. LIGHT IN ROOMS NOT SHOWN WITH OCCUPANCY SENSORS SHALL BE CONTROLLED BY PROGRAMMABLE TIME CLOCK.
5. OUTSIDE LIGHTS SHALL BE CONTROLLED BY PHOTOCELL.
6. LIGHT SWITCHES CONTROL LIGHTS IN THEIR INDIVIDUAL ROOM UNLESS NOTED OTHERWISE.
7. CIRCUIT NUMBER INDICATE DESIGN INTENT ONLY. VERIFY CIRCUIT NUMBER IN FIELD.

FIXTURE TYPES

- 1

2

3

4

5

HALO 5" DIA. RECESSED INCANDESCENT DOWNLIGHT, AIR TIGHT & INSULATION CONTACT RATED. LED R30 LAMP, 2700 K

INCANDESCENT TRACK LIGHT FIXTURE - HALO L1735 W/ LED LAMP, 2700 K WITH SINGLE CIRCUIT TRACK, WHITE, MOUNTED DIRECTLY TO DROPPED CEILING

2x4 RECESSED FIXTURE W/ 2 - T8 FLUOR LAMPS & AGRILIC LENS, 618 F 4, 32 A12 MVOLT GEBOIS

BELLACOR, PIEDMONT EXTERIOR WALL MOUNTED LED FIXTURE ON PHOTOCELL AT 84" A.F.F. U.N.O.

EMERGENCY BATTERY PACK LIGHT FIXTURE
- GRAPHIC LEGEND
- EXISTING WALL CONSTRUCTION

NEW WALL CONSTRUCTION
- The lighting plan for the Ohio Dispensary shows a layout with several rooms and a large future expansion area. The existing building includes a Break Room (T110), Delivery Bay (T09), Office (T112), Manager's Office (T114), Hall (T113), IT/Electrical (T111), Vestibule (T101), Reception/Security (T102), Restroom (T04), Waiting Room (T03), Dispensary Area/Dispensing Department (T06), Secure Receiving Room (T07), Vault (T08), and Wellness/Private Consultation Area (T05). The future expansion area (2,814 S.F.) is located to the left and bottom of the existing building. The plan shows the placement of various lighting fixtures, including recessed incandescent downlights, track lights, and exterior wall-mounted lights. It also indicates the location of emergency battery pack lights and the control method for each fixture (e.g., photocell, time clock, occupancy sensor). The plan includes a north arrow and a scale of 1/4" = 1'-0".
- FUTURE EXPANSION
2,814 S.F.
- FUTURE EXPANSION
2,814 S.F.
- LIGHTING PLAN
- SCALE: 1/4" = 1'-0"
- 11/15/17
PROJECT 17-0311
CLIENT REVIEW
- OHIO DISPENSARY
- LIGHTING PLAN
-
- E3

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

Uploaded Document Name: **C-2.2_Zoning Form and Survey (4503-05 West 8th Street, Cincinnati, Ohio 45238).pdf**

NOTE: This applicant uploaded document is the next 11 page(s) of this document.

November 16, 2017

STEVE WEISMAN
33 N LASALLE STE 3200
CHICAGO IL 60693

SUBJECT: Record Number: ZV17000192
..... Parcel: 018000820035
 Address: 4503 W 8TH ST
 Zoning District: CC-M Commercial Community
 Request: Zoning Verification

Dear STEVE WEISMAN

I have received and reviewed your request for zoning verification of parcels 180-0082-0035 and 180-0082-0036 at 4503-4505 W. 8th Street. The subject property is located in a CC-M Commercial Community - Mixed Zoning District as described in Chapter 1409 of the Cincinnati Zoning Code. The CC-M Zoning District is intended to identify, create, maintain and enhance areas suitable for a wide variety of commercial and institutional uses along major transportation corridors and in shopping districts or centers. Although these centers may reflect elements of both pedestrian- and auto-oriented development, they typically accommodate larger-scale retail and commercial service uses, such as auto-related businesses and recreation and entertainment, as well as a variety of public and semi-public uses. Future development must reflect a complementary and compatible mix of uses.

The use as described in the memo that was attached to the application is known as a Dispensary.

- Medical Marijuana Dispensary has been determined to be equivalent to being a pharmacy, within the Zoning Definitions of a Retail Sales. Retail Sales per §§ 1401-01-R13. - Retail Sales means an establishment engaged in sales of goods, including, but not limited to: alcoholic beverage sales, furniture and home furnishings, electronics and appliances, clothing and shoes, jewelry, luggage and leather goods, sporting goods and hobbies, books, periodicals and music, tobacco sales, department stores, florists, office supplies and stationary, gifts and novelties, pets, hardware, pawn shops, video stores and auto parts. This classification includes the retail sale or rental of merchandise not specifically listed under another use classification.
- Retail Sales are a permitted use within the CC-M Zoning District.
- Per O.R.C. 3796.30(A), the Zoning Administrator has determined that the proposed site currently meets all siting requirements and no named land uses are within 500 feet of the parcel the proposed use intends to occupy.

No known outstanding zoning violations currently exist at the subject property.

November 16, 2017

Please note: The Zoning Code and zoning maps are subject to change. All projects are subject to the zoning requirements at the time of the building permit application or when the use is established on the premises. The purpose of this letter is to verify the zoning district as it pertains to the subject property and the current use of that property. It does not address other zoning issues, specific building code issues or requirements from other agencies that may be applicable.

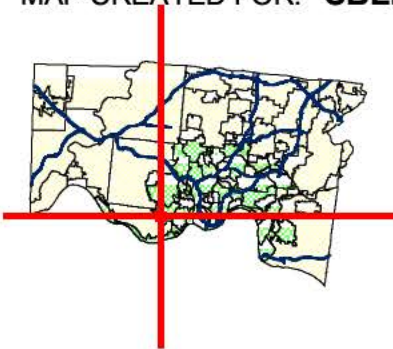
Sincerely,

A handwritten signature in black ink, appearing to read "DOUG OWEN". The signature is fluid and cursive, with the first name "Doug" and last name "Owen" clearly distinguishable.

Doug Owen
Zoning Plans Examiner



MAP CREATED FOR: **CBLDADMIN AT COCA** DATE: 11/15/2017 11:19:17



*This map was created using the CAGIS System.
The City of Cincinnati, Hamilton County or the
Cincinnati Area Geographic Information System
do not assume any legal responsibilities for the information
contained in this map. Users noting errors or omissions
are encouraged to contact the CAGIS.*

CAGIS
138 E COURT ST, ROOM 1003
CINCINNATI, OH 45202
(513) 352-1656



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: WGB		
Physical Address and Name of Proposed Medical Marijuana Dispensary: 4503-4505 W. 8th St.		
City: Cincinnati	County: Hamilton	
State: Ohio	Zip Code: 45238	Phone Number: 224-522-8771
To be Completed by Zoning Authority or Local Government		
Jurisdiction of Zoning Office or Local Government CITY OF CINCINNATI		
Moratorium (Required to check one box)		
<input checked="" type="checkbox"/> The area of CITY OF CINCINNATI 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. *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.		
<input checked="" type="checkbox"/> The area of CITY OF CINCINNATI HAS zoning in place at this time and applicant's proposed facility appears to be planned in accordance with complying with all local zoning laws and regulations in place at the time of completion of this application.		



STATE OF
OHIO
BOARD OF PHARMACY

Ohio Medical Marijuana Control Program Dispensary Application



Permit (Required to check one box)	
<input type="checkbox"/> The Applicant has received local zoning approval and was issued a permit. <i>*If Applicant checks this box, Applicant must attach the permit issued.</i>	
<input type="checkbox"/> The Applicant has applied for local zoning approval, but was not yet issued a permit.	
<input checked="" type="checkbox"/> No zoning approval was applied for and no permit was received at this time.	
Printed Name of Local Government Representative: MATTHEW SHAD	Title: ZONING ADMINISTRATOR
Signature: 	Date: 11/16/17

HENRY E. SHELDON, III Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 R. C.



CITY OF CINCINNATI

R201717846

RECEIPT

PERMITTEE: MIDWEST CENTERS LTD

3307 CLIFTON AVE
CINCINNATI OH
T0(50,1,0A10E)RE: PROPERTY LOCATED AT: 4503 W 8TH ST CINC
4503 W 8TH ST

PERMIT NUMBER: ZV17000192

TYPE: CBPCZVRL Znng Vrfctn-Rbldg Lttr

NOTATION:

TRANSACTION DATE: November 15, 2017

TOTAL PAYMENT: 106.09

TRANSACTION LIST:

Type	Method	Description	Amount
Payment	Credit C VISA	9677	106.09

ACCOUNT ITEM LIST:

Item#	Description	Account Code	Tot	Fee	Paid	Prev	Pmts	Curr	Pmts
3	CBD TECHNOLOGY		3.09	3.09	.00			3.09	
1129	ZONING-REBUILD		103.00	103.00	.00			103.00	

TRUST ACCOUNT LIST:

ISSUED BY: ABARBIERI AMB
DATE: November 15, 2017 9:41 AM

SURVEY LOCATION MAP



↑North

The above map shows a 750-foot radius around the proposed facility in all directions and identifies the relative locations of any prohibited facilities on the map, establishing the facility is at least 500 feet from the boundaries of any parcel of nearby real estate having situated on it a prohibited facility, as measured under rule Section 5119.01 of Revised Code 3796:5-5-01 of the Administrative Code as of the date shown hereon.

There are no (1) schools including child day-care centers, preschools, or a public or nonpublic primary school or secondary school (as defined in ORC 5104.01 and 2950.034); (2) churches (as defined in ORC 1710.01); (3) public libraries (as defined in ORC Chapter 3375); (4) public playgrounds (including state or local government property); or (5) public parks (including state or local government property) visible within the mapped area.

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

**4503-4505 West 8th Street
Cincinnati, OH 45238 (Hamilton)**

Prepared by:

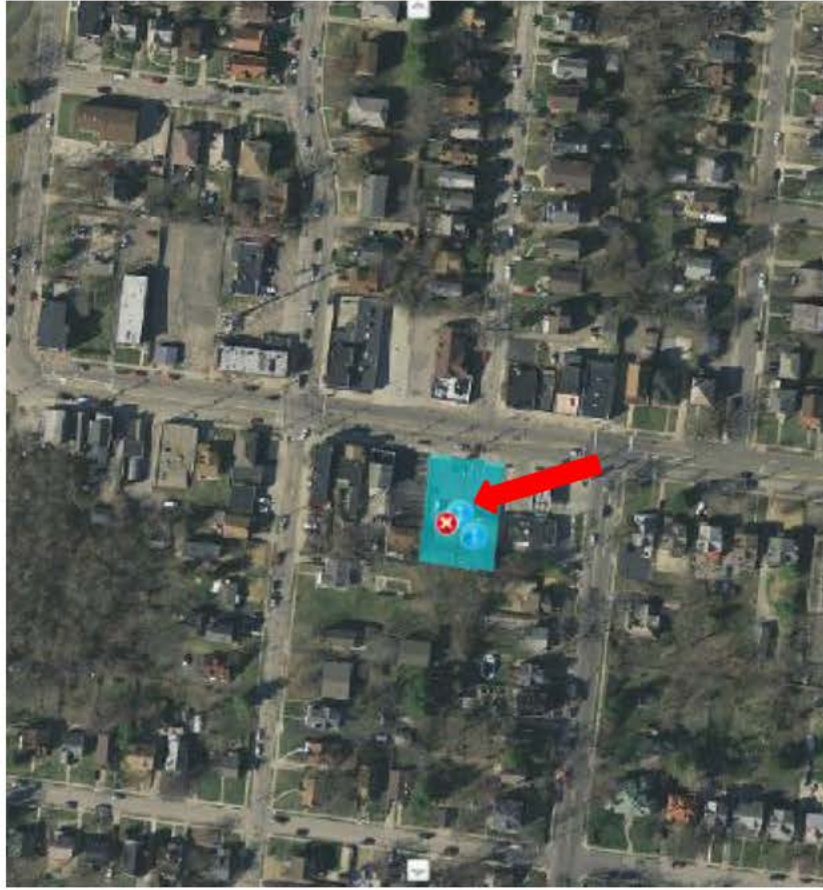


Wadsworth, OH 44282

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

The Edge Group LLC Project No. 20170176-07

Adjoining Land Uses



Note: The Price Avenue Church of Christ located at 4430 W. 8th is located approximately 600 feet east of the east line of the target property. Various data resources including the local and other published data that are generally accepted industry standards for products of this nature were utilized to establish this value.

Site Number	Parcel ID	Owner Name	Land Use
1	180-0082-0037	AMC Properties Inc.	Commercial-Office
2	180-0082-0038	Emmett Denise M	Commercial-Retail Apartments Over
3	180-0082-0039	Becker, Michael A Jr	Commercial-Retail Apartments Over
4	180-0082-0127	Steely Carl H	Commercial-Retail Apartments Over
5	Various Parcel Numbers	Various Owners	Single-Family Housing
6	180-0082-0050	A & E Meyer Investments LTD	Industrial-Small Shop
7	180-0082-0135	AE Meyer Invstmnts LLC	Commercial-Office Apartments Over

8	180-0082-0052	NU Look Cleaners & AN Ohio PNT SHP	Commercial-Small Detached Retail
9	180-0082-0053	Fritsch James G	Commercial-Other Retail Structures
10	180-0082-0054	Ballhaus Bruce J & Lori J	Commercial-Other Retail Structures
11	180-0082-0029	Winch Jeffrey T & Ruth A	Commercial-Other Retail Structures
12	180-0082-0027	Covedale Pet Hospital Pro	Commercial-Office
13	180-0082-0187	Price Hill Will	Commercial Vacant Land
14	180-0082-0025 180-0082-0023 180-0032-0021	Price Hill Will	Institutional
15	180-0082-0169	Price Hill Will	Institutional
16	180-0082-0113	Covedale Pet Hospital Property LLC	Commercial-Medical Clinics and Offices
17	180-0082-0117 180-0082-0114	Covedale Pet Hospital Property LLC	Commercial-Other Structures
18	180-0082-0142	O Dell Glenn R	Commercial-Small Detached Retail
19	180-0082-0164	Emmett Denise M	Commercial-Office
20	180-0082-0165	Emmett Denise M	Commercial-Small Detached Retail
21	180-0082-0101	Emmett Denise Marie	Commercial-Office Apartments Over
22	Various Parcel Numbers	Various Owners	Residential
23	Various Parcel Numbers	Various Owners	Residential
24	Various Parcel Numbers	Various Owners	Residential
25	180-0082-0034	Fuelcon LLC	Commercial-Vacant Land
26	180-0082-0033	Fuelcon LLC	Commercial-Automotive Service Station
27	180-0A81-0169-00 180-0A81-0223-00 180-0A81-0224-00 180-0A81-0034-00	Price Avenue Church of Christ	Publicly Owned-Public Worship


Source of Information: Hamilton County Auditor

Subject Property Parcel Information

Dusty Rhodes, Hamilton County Auditor

generated on 11/15/2017 11:55:39 AM EST

Property Report

Parcel ID 180-0082-0035-00	Address 4503 W EIGHTH ST	Index Order Parcel Number	Tax Year 2016 Payable 2017
Property Information			
Tax District 001 - CINTI CORP-CINTI CSD School District CINCINNATI CSD		Images/Sketches 	
Appraisal Area 03700 - WEST PRICE HILL	Land Use 425 - NEIGH SHOP CENTER		
Owner Name and Address MIDWEST CENTERS LTD 3307 CLIFTON AVE CINCINNATI OH 45220 (call 946-4015 if incorrect)	Mailing Name and Address MIDWEST CENTERS LTD 2727 MADISON RD, STE 305 CINCINNATI OH 45209 (call 946-4800 if incorrect)		
Assessed Value 77,780	Effective Tax Rate 95.401744	Total Tax \$7,430.12	
Property Description W EIGHTH ST 50 X 150 LOT 3 SIMON OEHLER EST			
Appraisal/Sales Summary		Tax/Credit/Value Summary	
Year Built	1966	Board of Revision	No
Total Rooms	0	Rental Registration	No
# Bedrooms	0	Homestead	No
# Full Bathrooms	0	Owner Occupancy Credit	No
# Half Bathrooms	0	Foreclosure	No
Last Sale Date	10/3/1994	Special Assessments	Yes
Last Sale Amount	\$0	Market Land Value	32,280
Conveyance Number	0	CAUV Value	0
Deed Type	WE - Warranty Deed (EX)	Market Improvement Value	189,950
Deed Number	736600	Market Total Value	222,230
# of Parcels Sold	21	TIF Value	0
Acreage	0.179	Abated Value	0
Front Footage	50.00	Exempt Value	0
		Taxes Paid	\$7,430.12
		Tax as % of Total Value	0.000%

Dusty Rhodes, Hamilton County Auditor

generated on 11/15/2017 11:54:42 AM EST

Property Report

Parcel ID 180-0082-0036-00	Address 4505 W EIGHTH ST	Index Order Parcel Number	Tax Year 2016 Payable 2017
--------------------------------------	------------------------------------	-------------------------------------	--------------------------------------

Property Information		
Tax District 001 - CINTI CORP-CINTI CSD	School District CINCINNATI CSD	Images/Sketches 
Appraisal Area 03700 - WEST PRICE HILL	Land Use 400 - COMMERCIAL VACANT LAND	
Owner Name and Address MIDWEST CENTERS LTD 3307 CLIFTON AVE CINCINNATI OH 45220 (call 946-4015 if incorrect)	Mailing Name and Address MIDWEST CENTERS LTD 2727 MADISON RD STE 305 CINCINNATI OH 45209 (call 946-4800 if incorrect)	
Assessed Value 11,420	Effective Tax Rate 95.401744	
Property Description 4505 W EIGHTH ST 53.16 X 150 LOT 4 SIMON OEHLER EST		Total Tax \$1,099.86

Appraisal/Sales Summary	
Year Built	
Total Rooms	
# Bedrooms	
# Full Bathrooms	
# Half Bathrooms	
Last Sale Date	10/3/1994
Last Sale Amount	\$0
Conveyance Number	0
Deed Type	WE - Warranty Deed (EX)
Deed Number	736600
# of Parcels Sold	21
Acreage	0.175
Front Footage	53.00

Tax/Credit/Value Summary	
Board of Revision	No
Rental Registration	No
Homestead	No
Owner Occupancy Credit	No
Foreclosure	No
Special Assessments	Yes
Market Land Value	32,630
CAUV Value	0
Market Improvement Value	0
Market Total Value	32,630
TIF Value	0
Abated Value	0
Exempt Value	0
Taxes Paid	\$1,099.86
Tax as % of Total Value	0.000%

Source of Information: Hamilton County Auditor

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

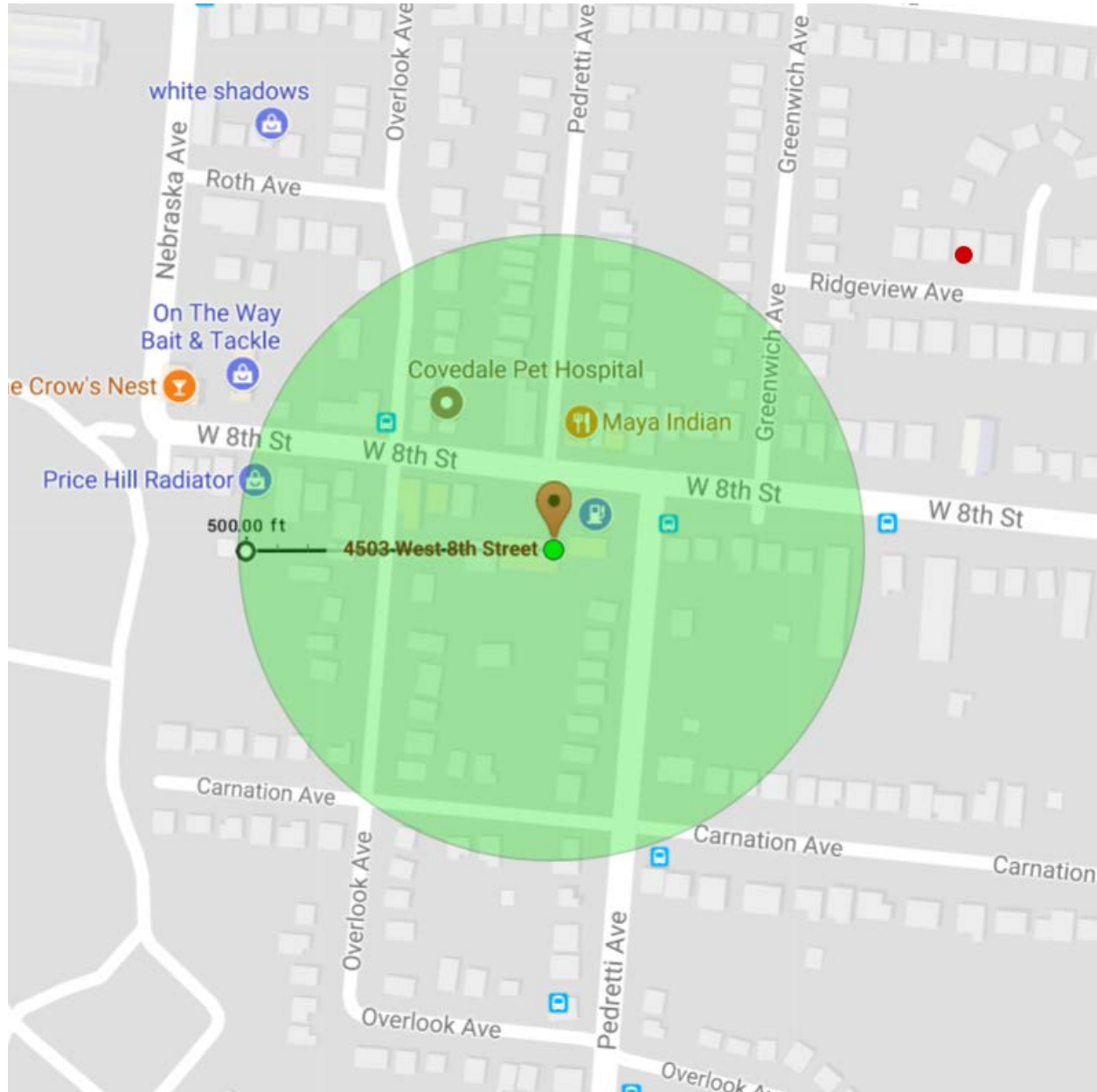
Uploaded Document Name: **C-2.3_Location Map (4503-05 West 8th Street, Cincinnati, Ohio 45238).pdf**

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

Location Map

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

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



Business Plan(Business Startup Plan)

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

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

****TRADE SECRET****

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A series of 20 horizontal black bars of varying lengths, representing a redacted list or document. The bars are arranged in a vertical column, with some bars being significantly longer than others, suggesting a list of items where some are more detailed than others. The bars are solid black and have sharp edges, indicating they are digital redactions. The overall pattern is a vertical stack of these bars, with no visible text or other graphical elements.

[illegible]

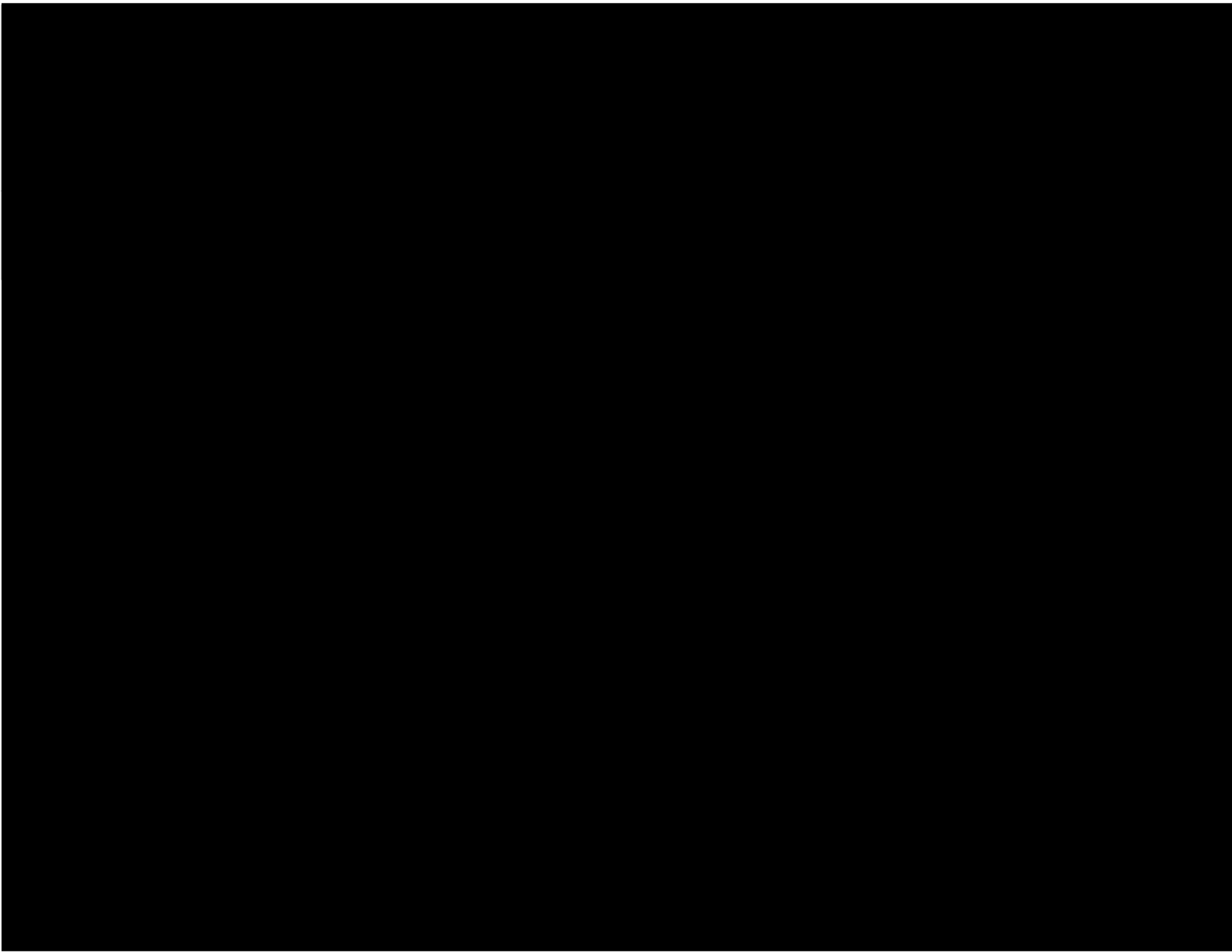
A series of 20 horizontal black bars of varying lengths, representing a redacted list or document. The bars are stacked vertically, with some having small gaps or offsets between them, suggesting a list structure where certain items are indented or separated. The lengths of the bars vary significantly, with some being very short and others nearly spanning the full width of the image.

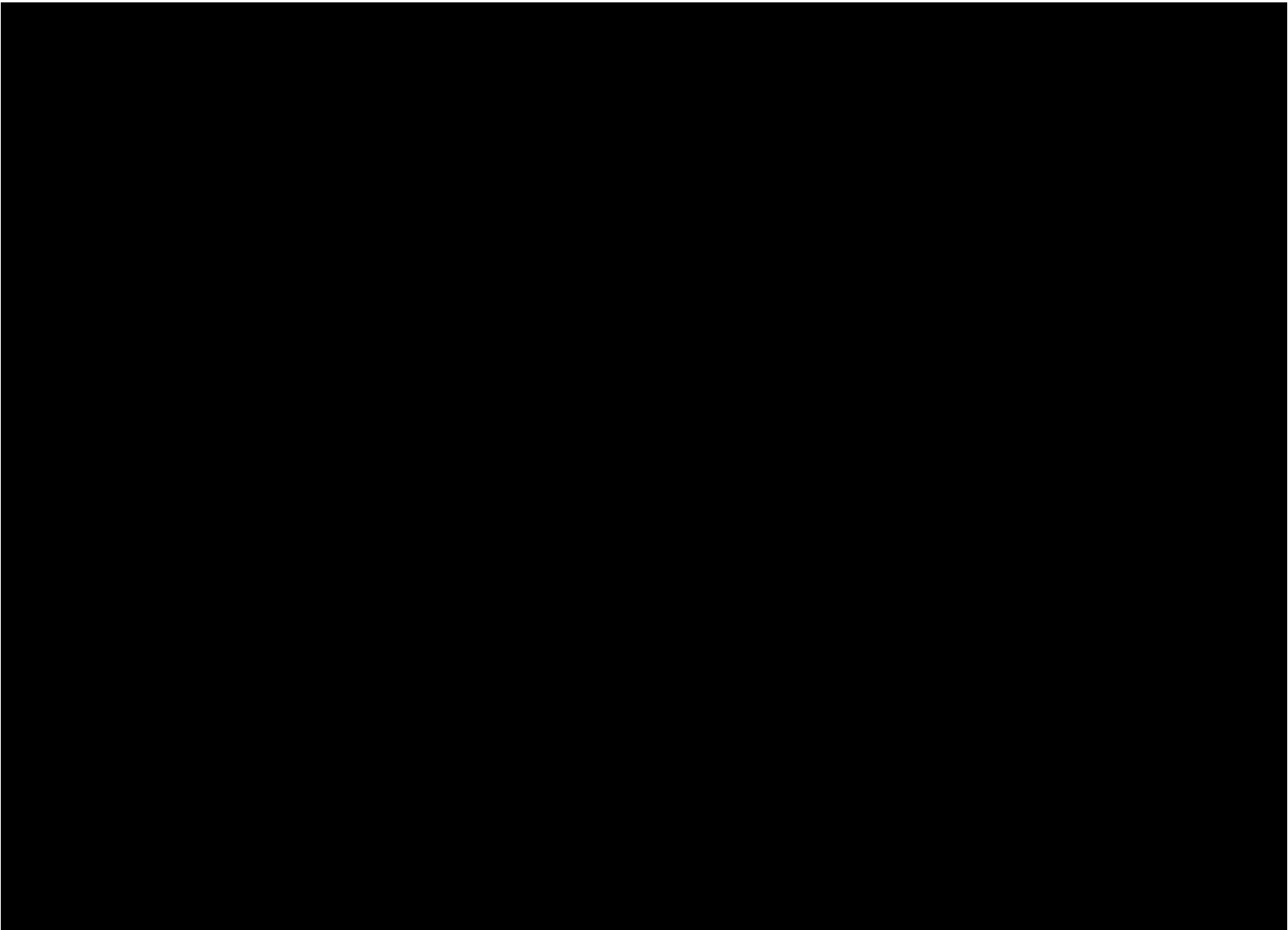
C-3.1.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in C-3.1. The images or diagrams may contain a brief descriptive caption. Additional

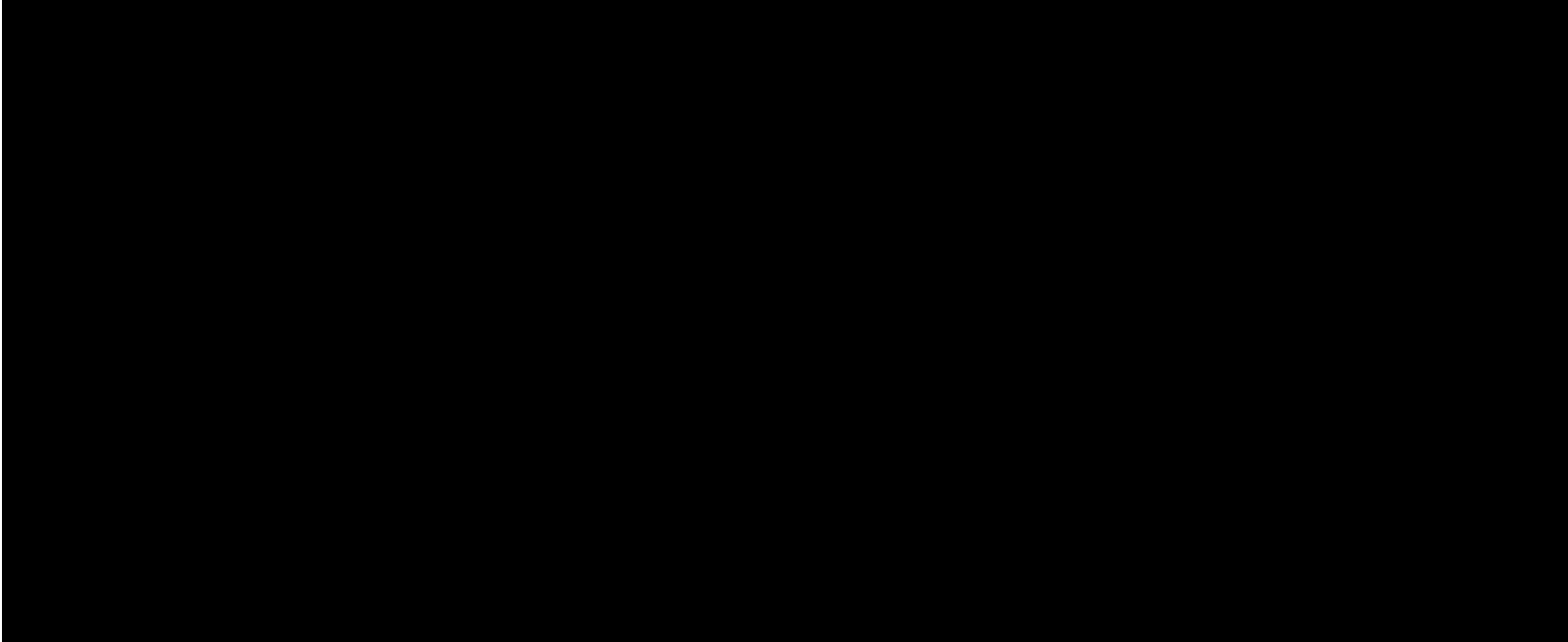
language responding to the question will not be considered.

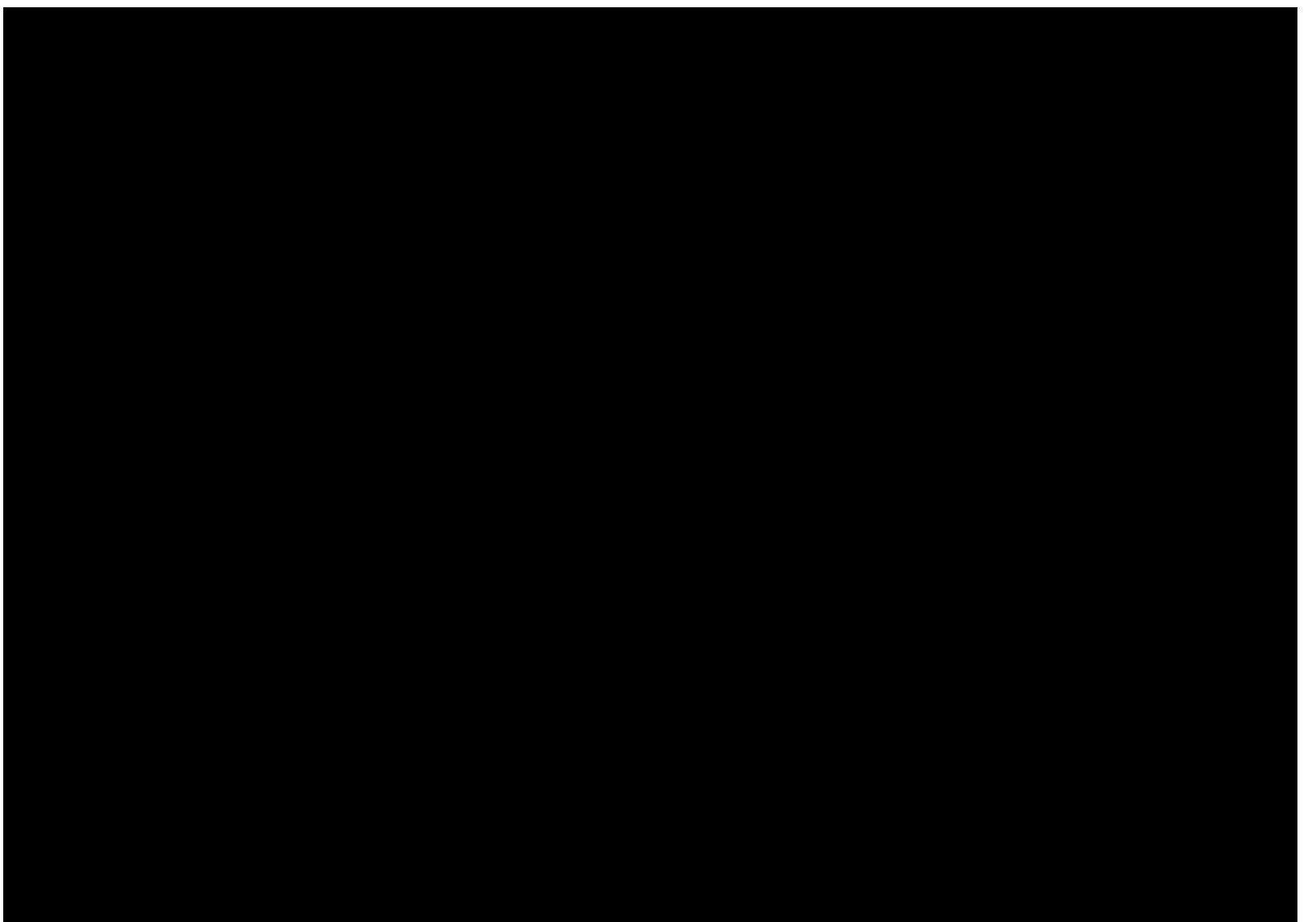
Uploaded Document Name: **C-3.1.1_Timeline and Pro Formas.pdf**

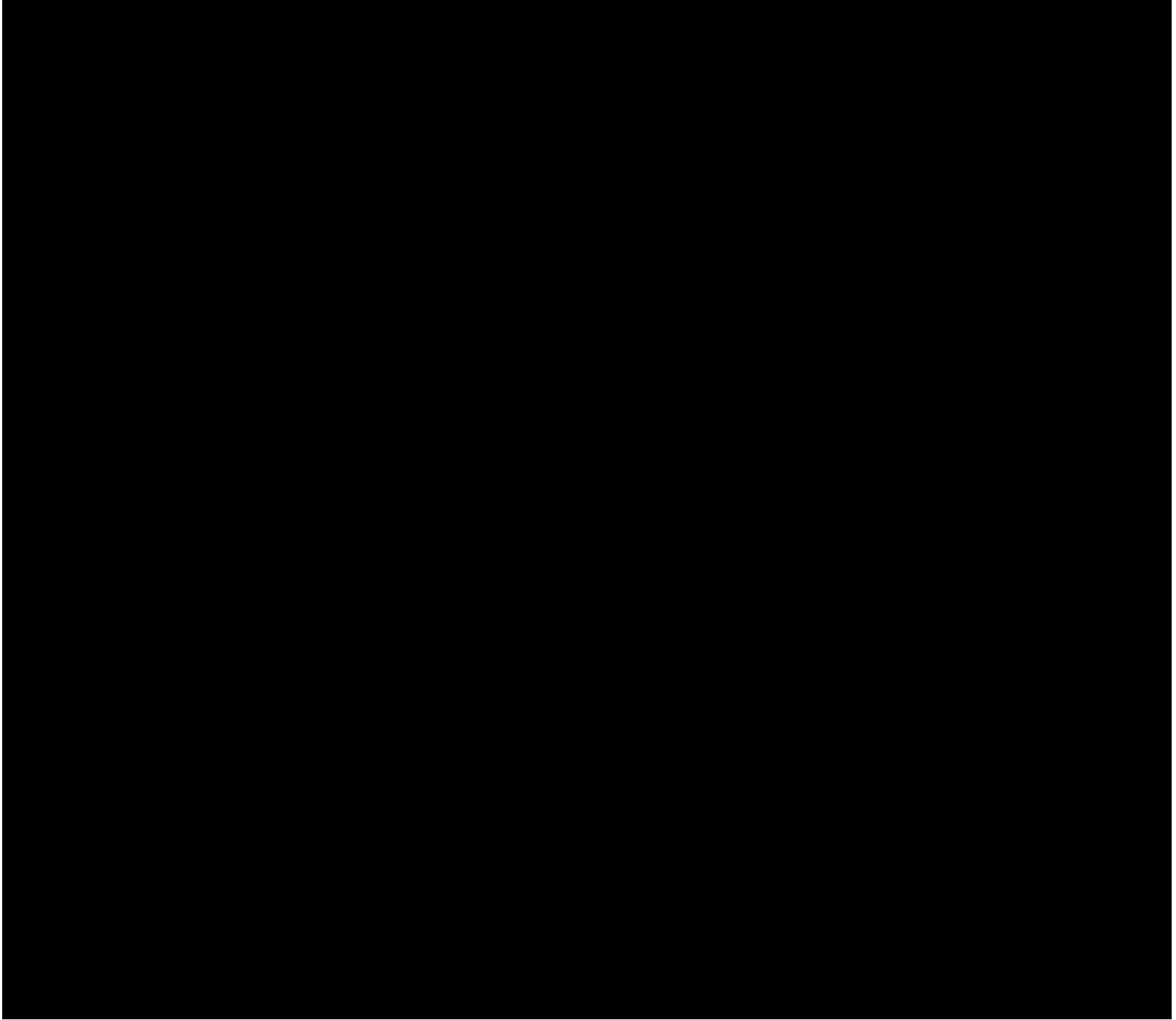
NOTE: This applicant uploaded document is the next 9 page(s) of this document.

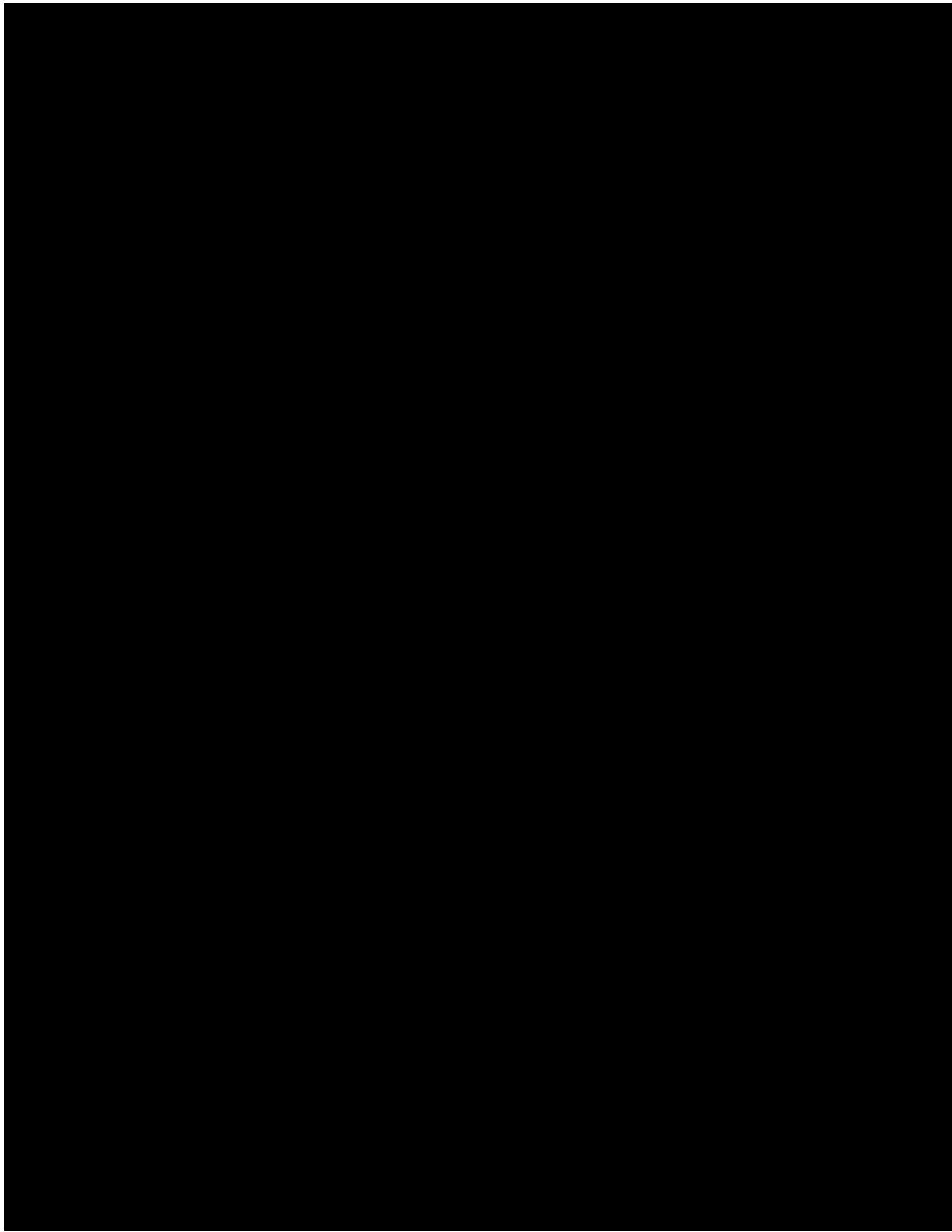












[The page contains a large, faint, and mostly illegible watermark or bleed-through from the reverse side. The text is mirrored and difficult to decipher, but appears to be a formal document or letter.]

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****

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

Business Plan(Description of Employee Duties and Roles)

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

****TRADE SECRET****

CHIEF EXECUTIVE OFFICER – Steven Weisman

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

Mr. Weisman currently serves as CEO of AES Compassionate Care (AES), Maryland Compassionate Care and Wellness (MCCW), and Windy City Cannabis (WCC). AES is a licensed medical cannabis grower, processor and dispensary in the Commonwealth of Pennsylvania. MCCW is one of seven businesses licensed by the State of Maryland to grow, process and dispense medical cannabis. WCC is the largest Chicago-based medical marijuana dispensary organization, with four dispensary licenses and locations. Mr. Weisman also currently serves as the Chairman of the Board of Leaf Trade, a SaaS wholesale cannabis marketplace providing CRM and ERP solutions to licensed cannabis wholesalers and retailers. He holds a J.D. from the University of Chicago Law School and a B.S. in Electrical Engineering (highest honors) from the University of Wisconsin-Madison.

CHIEF OPERATING OFFICER – Marc Gordon

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

Mr. Gordon has deep experience with workflow and business management. He currently serves as the founder and president of IMET Corporation, an Illinois-based scrap management company, which he built from a startup into one of the country's leading nonferrous scrap metal processing companies. In that role, he has supervised more than 50 employees, led daily operations, and overseen development of customized, comprehensive scrap management plans for customers nationwide. He holds a B.S. in Psychology from the University of Illinois-Chicago.

CHIEF FINANCIAL OFFICER – David Brown

The CFO will manage the financial affairs and accounting functions of the Company and will have primary control of the Company's books of account and investor records. The CFO will establish and review all necessary accounting processes and internal controls to safeguard the Company's assets. The CFO will coordinate the preparation of financial statements, financial reports, special analyses, information reports and budgeting and will supervise the preparation of all tax returns and financial regulatory filings. The CFO will ensure that all business records are scrupulously kept and made fully

available to the SBOP upon request.

Mr. Brown is acknowledged as an expert in matters related to legal and regulatory compliance. He is the chairman of Much Shelist, a Chicago-based law firm with more than 80 attorneys. In that role, he counsels businesses on legal and business issues and represents institutional lenders in all aspects of commercial real estate and corporate loan and workout transactions. He holds a J.D. from Loyola University Chicago School of Law and a B.S. in Accounting from the University of Illinois at Champaign-Urbana.

CHIEF COMPLIANCE OFFICER

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

DISPENSARY MANAGER

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

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

CLINICAL DIRECTOR

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

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

DIRECTOR OF SECURITY

The Director of Security has oversight over all of the Company's security operations. The Director of

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

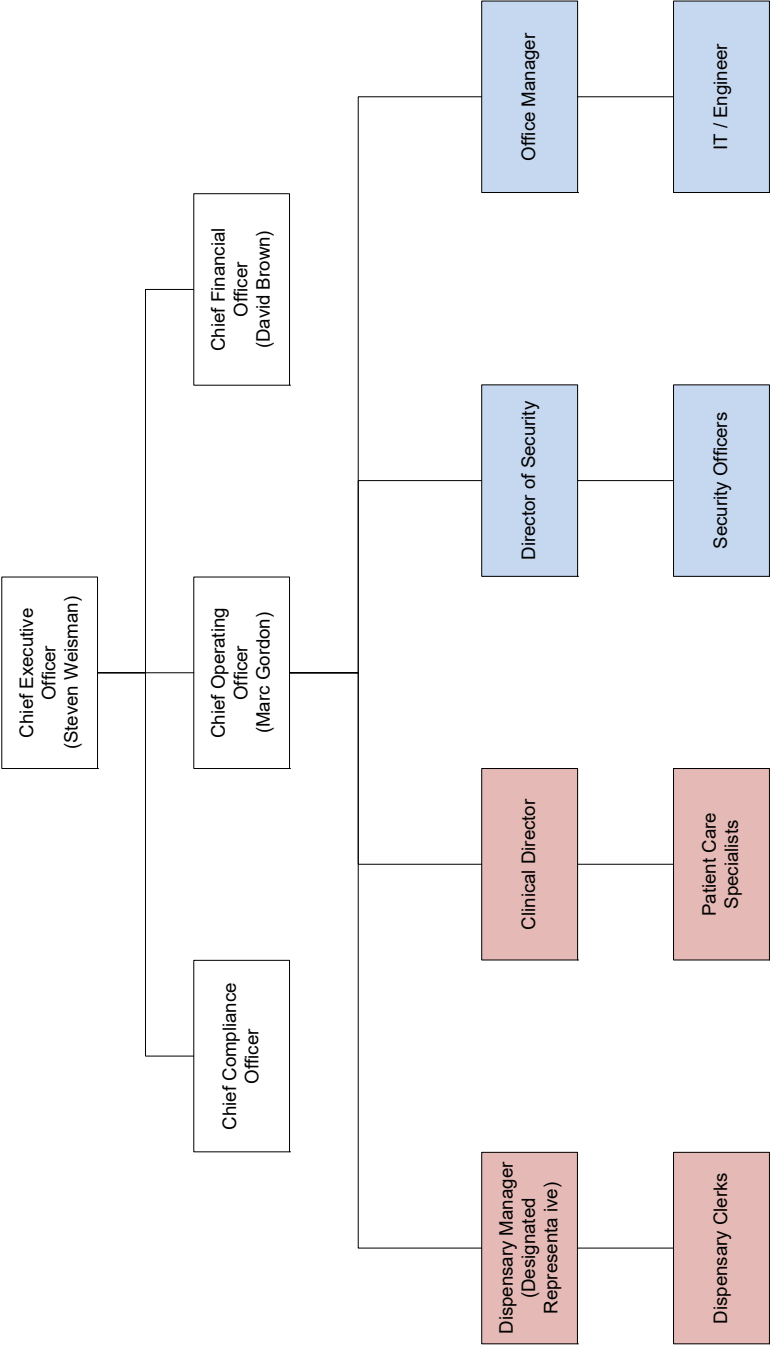
The Director of Security will be fully certified through the Ohio State Police and duly licensed as a security guard provider under a Class C license, as required under §4749.03 of the Ohio Revised Code and must have a minimum of 10 years' experience in state, municipal or federal law enforcement, with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

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

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

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

TABLE OF ORGANIZATION AND CONTROL



LEGEND

Management
Dispensing Employees
General Employees

OWNERSHIP TABLE

Names	Membership Units	Percentage
Steven Weisman	90.0000	90.0000%
David Brown	5.0000	5.0000%
Marc Gordon	5.0000	5.0000%
TOTAL	100.0000	100.0000%

Business Plan(Capital Requirements)

Item 1 of 1

C-5.1 Type of Capital

Cash (Equity Investment)

C-5.2 Source of Capital

GB Portfolio Investments, LLC (Wholly owned by David Brown and Marc Gordon)

C-5.3 Name and Address of financial institution

This response has been entirely redacted

C-5.4 Account Number

This response has been entirely redacted

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

This response has been entirely redacted

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

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

NOTE: This applicant uploaded document is the next 45 page(s) of this document.

QUESTION C-5.5.1

Attached are the following documents:

1. Balance Statement from [REDACTED]
2. Pro Forma Financials (Illustrating the company's expected capital needs to cover all expenses and costs for the first year of operations)
3. Commitment Letter to [REDACTED] from [REDACTED]
4. Operating Agreement of [REDACTED] (Illustrating the owners are all listed as Dispensary Key Employees)

BALANCE STATEMENT FROM



Print | X Close



Report : Activity

Account / Consolidation : [REDACTED]

Date Range : 10/13/17 - 11/13/17

Date	Account	Type	Description	Amount	Running Balance
11/13/17	[REDACTED]	Electronic Transfer	[REDACTED]	\$50,000.00	\$1,271,235.14
11/13/17	[REDACTED]	Electronic Transfer	[REDACTED]	\$1,200,000.00	\$1,221,235.14
11/10/17	[REDACTED]	Electronic Transfer	[REDACTED]	\$5,041.10	\$21,235.14
10/27/17	[REDACTED]	Electronic Transfer	[REDACTED]	(\$1,000,000.00)	\$16,194.04
10/27/17	[REDACTED]	Electronic Transfer	[REDACTED]	\$200,000.00	\$1,016,194.04
10/27/17	[REDACTED]	Fees	[REDACTED]	(\$25.00)	\$816,194.04
10/26/17	[REDACTED]	Electronic Transfer	[REDACTED]	\$800,000.00	\$816,219.04
10/18/17	[REDACTED]	Electronic Transfer	[REDACTED]	\$6,250.00	\$16,219.04
10/18/17	[REDACTED]	Electronic Transfer	[REDACTED]	\$3,437.50	\$9,969.04
Totals (9 Records)				\$1,264,703.60	
Cash In				\$2,264,728.60	
Cash Out				(\$1,000,025.00)	

Pending Activity is provisional and may be modified as it is further processed and verified.

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SY6J&mngACShowTab=AccountsTransactionDetail&acct[REDACTED])

Welcome [REDACTED] | Last Login: 11/14/17 15:44 CST

Activity

Quick Quote Shortcuts Go Paperless

[REDACTED] - \$1,271,235.14

Select Account Profile

Closing Ledger Balance:		\$1,271,235.14	Current Available Balance:		\$1,271,235.14	Current Balance:		\$1,271,235.14
Date Range:	Last 30 Days	11/13/2017	-	11/13/2017	Filter	Export	 	
Date Range: Last 30 Days ; Type: All						(1) Page 1 of 1		
Date	Type	Description	Amount	Running Balance				
11/13/17	Electronic Transfer	[REDACTED]	\$50,000.00	\$1,271,235.14				
11/13/17	Electronic Transfer	[REDACTED]	\$1,200,000.00	\$1,221,235.14				
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Records Per Page:						25	(1) Page 1 of 1	

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_nfpb=true&_nfr=false&_pageLabel=sitemap_page&pageName=privacySecurityContentURI&ECP_REQUEST_ID=K92X-ADS1-WA88-BC8B-LFM0-V8OT-WNXH-SY6J)

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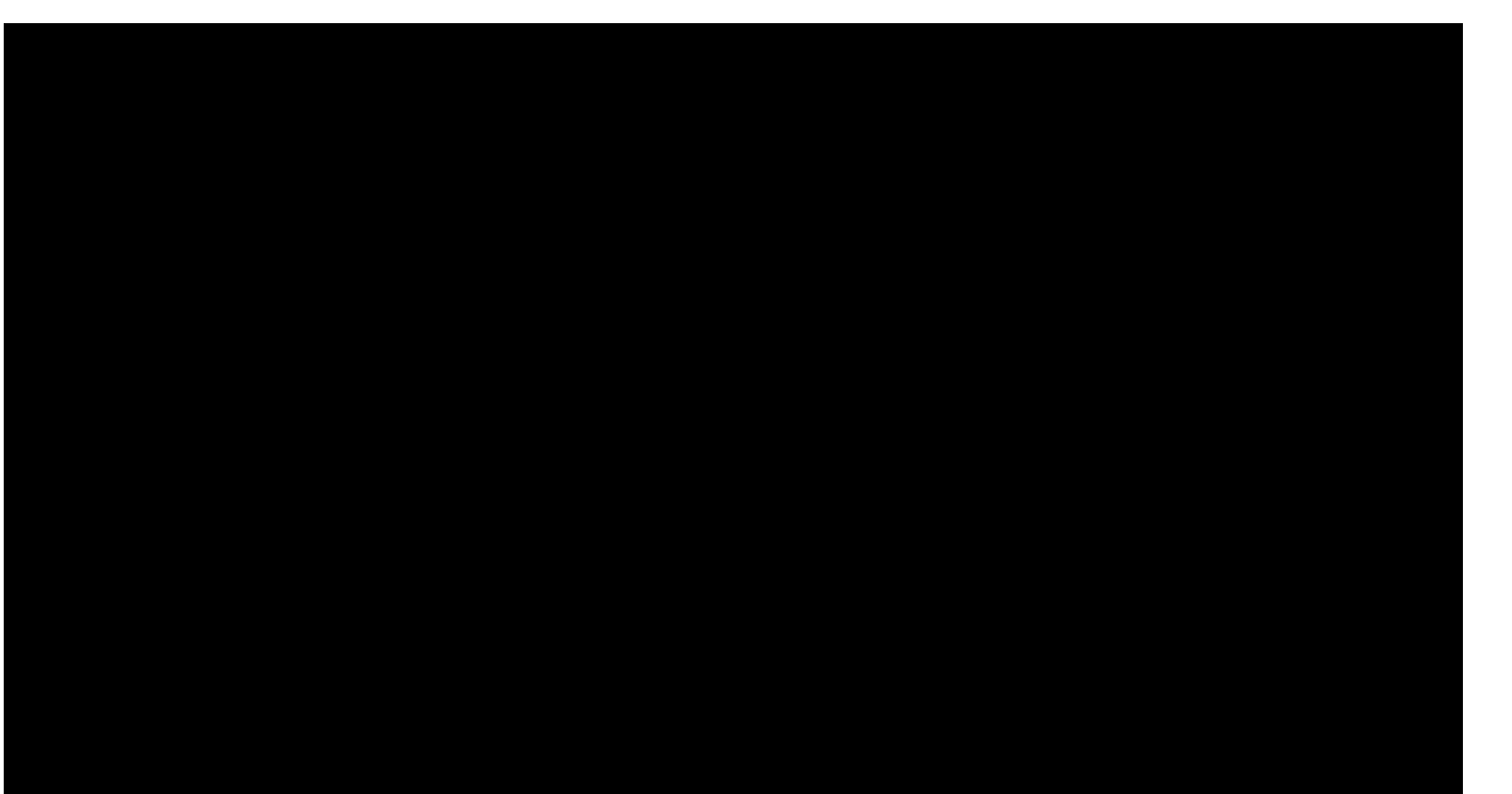
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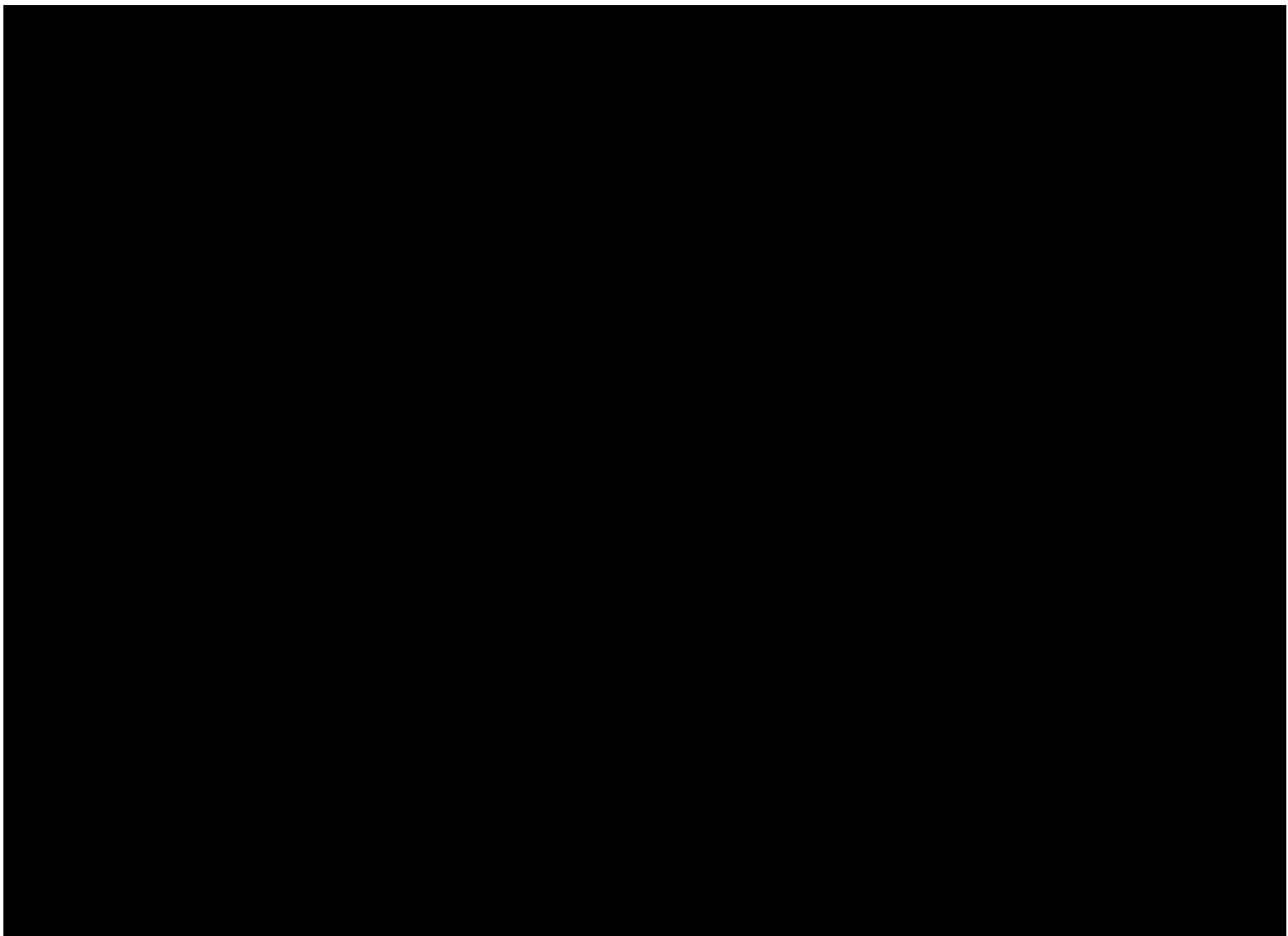
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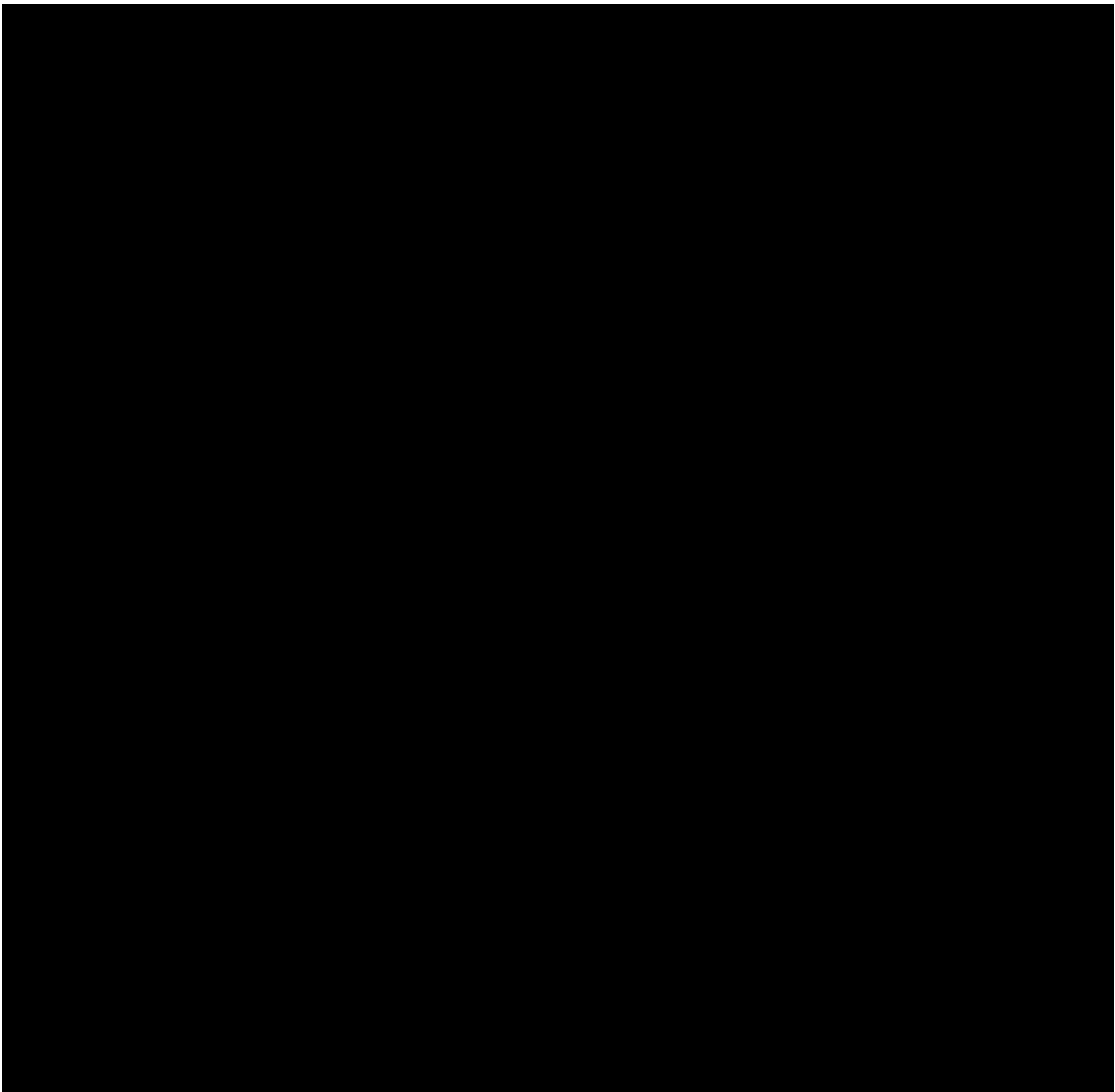
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the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million, and the number of people aged 75 and over has increased by 1.2 million (Office of National Statistics 1999). The number of people aged 85 and over has increased by 0.5 million in the same period.

There is a growing awareness of the need to develop services to meet the needs of the ageing population. The Department of Health (1999) has published a strategy for ageing, which sets out the government's commitment to improve the lives of older people. The strategy is based on three main principles: to promote independence, to support families and carers, and to improve the quality of life of older people.

The strategy also sets out a number of key objectives, including: to reduce the number of people who are dependent on others; to increase the number of people who are able to live independently; to improve the quality of life of older people; and to ensure that older people are able to participate fully in society.

The strategy is a key document for the development of services for older people. It provides a framework for the development of services, and sets out the government's commitment to improve the lives of older people. The strategy is a key document for the development of services for older people.

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The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The next section describes the methodology used in the study, including the data sources and the statistical techniques employed. The results of the study are then presented, followed by a discussion of the findings and their implications. Finally, the paper concludes with a summary of the main points and suggestions for further research.

The research was conducted using a quantitative approach, with data collected from a large sample of participants. The results show a significant positive correlation between the variables studied, indicating that the hypothesis was supported. The findings have important implications for the field and suggest that further research is needed to explore the underlying mechanisms.

In conclusion, the study provides valuable insights into the relationship between the variables and highlights the need for continued research in this area. The results are consistent with previous findings and offer new perspectives on the topic.

COMMITMENT LETTER TO [REDACTED] FROM

[REDACTED]

November 15, 2017

[REDACTED]

Dear [REDACTED]:

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

Upon issuance of the Notification, [REDACTED] shall:

- A. issue, or cause to be issued, a ten percent (10%) limited liability company interest in [REDACTED] (the "**Subject Interests**") to [REDACTED];
- B. cause the Subject Interests to have the right to vote on certain macro events effecting [REDACTED] including a merger, a sale of substantially all of the assets, a liquidation and any action that adversely alters or changes the rights, preferences or privileges of the Subject Interests;
- C. provide that [REDACTED] has the right to purchase up to its pro rata share of all future equity offerings by [REDACTED] other than (i) securities offered to employees, consultants or brokers as compensation or benefits; (ii) securities issued in connection with (a) an equity or asset acquisition or combination transactions; or (b) strategic alliance/partnering, licensing, vendor or lending transactions, in each such case, as approved by the managers of [REDACTED]; and
- D. furnish to [REDACTED]:
 - i. within ninety (90) days of the end of each fiscal quarter, a set of financial statements, which includes an unaudited and internally-prepared income statement, statement of cash flows and balance sheet of [REDACTED];
 - ii. within one hundred and eighty (180) days of the end of each fiscal year, a financial report, which includes an income statement, statement of cash flows and balance sheet of [REDACTED], each of which have been reviewed by a certified public accountant; and
 - iii. at least thirty (30) days prior to the commencement of each fiscal year, an annual budget, which includes a projected income statement, statement of cash flow and balance sheet,

[REDACTED]

Page 2 of 2

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

Sincerely,

[REDACTED]

Approved and Accepted on
November 15, 2017.

[REDACTED]

OPERATING AGREEMENT OF



**AMENDED AND RESTATED
OPERATING AGREEMENT
OF**

[REDACTED]

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**AMENDED AND RESTATED
OPERATING AGREEMENT
OF**

[REDACTED]

This Amended and Restated Operating Agreement (this "Agreement") of [REDACTED], a Illinois limited liability company, (the "Company"), is made and entered into as of [REDACTED], by and among [REDACTED] are collectively referred to herein as the "Members"), and the Company

WHEREAS, the Company was formed as an Illinois limited liability company by Articles of Organization filed with the Illinois Secretary of State on [REDACTED];

WHEREAS, the affairs of the Company are governed by the Operating Agreement dated August 31, 2014(the "Original Agreement"), by and among the [REDACTED] and the Company;

WHEREAS, the [REDACTED] and the [REDACTED] have subsequently assigned all of their membership interests in the Company to [REDACTED] and [REDACTED], respectively; and

WHEREAS, the parties desire to enter into this Agreement in order to reflect the foregoing and to amend and restate in their entirety all of the terms and provisions of the Original Agreement as set forth below,

NOW THEREFORE, in consideration of the foregoing, of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below.

Act. The Illinois Limited Liability Company Act, as amended from time to time.

Adjusted Balance. The Capital Account balance of a Member, increased by any Minimum Gain or partner nonrecourse debt minimum gain (as defined in Treasury Regulations Section 1.704-2(i)) allocable to such Member under Treasury Regulations Section 1.704-2.

Adjusted Capital Account Deficit. With respect to any Member, the deficit balance, if any, in such Member's Capital Account, as of the end of the relevant fiscal year, after giving effect to the following adjustments: (i) crediting thereto (A) that portion of any deficit Capital Account balance that such Member is required to restore under the terms of this Agreement, (B) the amount of such Member's share of Minimum Gain, including any "partner nonrecourse debt minimum gain" (as defined in Treasury Regulations Section 1.704-2(i)), and (C) the amount of Company liabilities allocated to such Member under Section 752 of the Code with respect to which such Member bears the economic risk of loss (as defined in Treasury Regulations Section 1.752-2(a)) to the extent such liabilities do not constitute "partner

nonrecourse debt" under Treasury Regulations Section 1.752-2 and (ii) reduced by all reasonably expected adjustments, allocations and distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

Affiliate. (a) Any Person directly or indirectly owning, controlling or holding the power to vote 10% or more of the outstanding voting securities of an identified other Person; (b) any Person 10% or more of whose voting securities are directly or indirectly owned, controlled or held with power to vote, by such other Person; (c) any Person directly or indirectly controlling, controlled by, or under common control with such other Person; (d) any officer, director, member, manager or partner of such other Person; (e) if such other Person is an officer, director, member, manager or partner, any entity for which such Person acts in any such capacity; and (f) any spouse, lineal ancestor or descendant of such other Person.

Articles. The Articles of Organization of the Company, as amended from time to time.

Capital Account. The capital account maintained for each Member pursuant to Section 6.4.

Capital Contributions. With respect to any Member, the amount of money and the fair market value (as set forth herein or as otherwise determined by the Manager) contributed to the Company, including such Member's Initial Capital pursuant to Section 6.1.

Code. The Internal Revenue Code of 1986, as amended from time to time, or any replacement or successor law.

Company. [REDACTED], an Illinois limited liability company.

Gross Cash Receipts. With respect to any period, the amount of all cash funds received by the Company from all sources.

Initial Capital. As defined in Section 6.1.

Investment. An equity investment made by the Company and approved by the Members in accordance with Section 10.3 of this Agreement.

Investment Capital. With respect to each Member, the amount of cash or the fair market value of property (as determined by the Manager) contributed to the capital of the Company by such Member with respect to an Investment.

Investment Participating Percentage. With respect to each Member, quotient of (i) the Member's Investment Capital with respect to an Investment divided by (ii) the total Investment Capital with respect to such Investment as updated from time to time on Exhibit A.

Manager. The Person appointed as Manager of the Company pursuant to and in accordance with Section 10.2, for so long as each shall serve as Manager in accordance with Section 10.2, and any replacement Manager appointed in accordance with Section 10.2. The initial Manager shall be [REDACTED]

Members. [REDACTED], [REDACTED] and each Person who may become a substituted or additional Member pursuant to the provisions hereof and applicable law.

Minimum Gain. As such term is defined in Treasury Regulation Section 1.704-2(d), which shall generally mean the amount by which the nonrecourse liabilities secured by any assets of the Company exceed the adjusted tax basis of such assets as of the date of determination. A Member's share of Minimum Gain (and any net decrease thereof) at any time shall be determined in accordance with Treasury Regulation Section 1.704-2(g).

Net Cash Receipts. With respect to any period, the amount by which the Gross Cash Receipts in such period exceed the sum of the following: (a) all principal and interest payments on any indebtedness of the Company, and all other sums paid to such lenders in such period, but excluding any payments specifically described in Article 8; (b) all cash expenditures (including expenditures for capital improvements) made in such period incident to the operation of the Company business; and (c) working capital and other reserves in such amounts and for such purposes as the Manager, in its reasonable discretion, deem necessary for proper current and future operation of the Company business.

Net Investment Capital. With respect to each Member, the excess, if any, from time to time of the Investment Capital of such Member, over the sum of all amounts distributed to such Member pursuant to Section 8.1(b).

Participating Percentage. For each Member, the percentage set forth opposite such Member's name on Exhibit A attached hereto.

Person. A natural person, corporation, limited liability company, trust, partnership, estate, unincorporated association or other entity.

Profits or Losses. The net income or loss of the Company for federal income tax purposes as finally determined by the Company's accountants for each fiscal year of the Company, as well as, where the context requires, related federal tax items such as tax preferences and credits, in each case appropriately adjusted with respect to final determination of any of the foregoing for federal income tax purposes.

1.2 **Interpretation.** The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Wherever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms. For all purposes of this Agreement, the term "control" and variations thereof shall mean the direct or indirect possession of the power to direct or cause the direction of the management and policies of the specified entity, through the ownership of equity interests therein, by contract or otherwise. As used in this Agreement, the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation." As used in this Agreement, the terms "herein", "hereof" and "hereunder" shall refer to this Agreement in its entirety. Any references in this Agreement to "Sections" or "Articles" shall, unless otherwise specified, refer to Sections or Articles, respectively, in this Agreement.

ARTICLE 2

FORMATION OF THE COMPANY

2.1 **Formation.** The parties hereto agree to and do hereby agree to form a limited liability company under and pursuant to the provisions of the Act; and the rights and obligations of the Members shall be as provided therein except as otherwise expressly provided in this Agreement. The Members and the Manager agree to execute such certificates or documents and to do such filings and recordings and all other acts, including the filing or recording of the Articles, and any assumed name filings in the

appropriate offices in the State of Illinois and any other applicable jurisdictions as may be required to comply with applicable law.

2.2 **Entire Agreement.** Each and every other agreement or understanding, oral or written, relating in any way to the formation or operation of the Company is hereby superseded in its entirety. From and after the execution of this Agreement, the same shall constitute the only Operating Agreement of the Company except as the same may hereafter be amended pursuant to the provisions hereof. This Agreement represents the entire agreement and understanding of the parties hereto concerning the Company and their relationship as Members, and all prior or concurrent agreements, understandings, representations and warranties in regard to the subject matter hereof are and have been merged herein.

ARTICLE 3

NAME AND PRINCIPAL OFFICE

3.1 **Name.** The business of the Company shall be conducted under the name of "[REDACTED]", or such other name as the Manager may designate.

3.2 **Principal Office Registered Office and Registered Agent.** The principal office of the Company shall be at such place as the Manager designates from time to time. The registered agent and registered office of the Company shall be as set forth in the Articles. The Manager may from time to time designate another registered agent or another location for the principal office or registered office of the Company upon notice to the Members and by filing the name of the new registered agent and/or office with the Secretary of State of Illinois pursuant to the Act.

ARTICLE 4

PURPOSE

4.1 **Purpose.** The purpose and nature of the business to be conducted by the Company is any business that may be lawfully conducted by a limited liability company pursuant to the Act. Except as specifically limited or prohibited by this Agreement, the Company is empowered to perform such actions and engage in such activities consistent with, useful or necessary to carry out the purpose of the Company.

ARTICLE 5

TERM AND FISCAL YEAR

5.1 **Term.** The term of the Company shall commence as of the date hereof and shall continue in perpetuity, unless sooner terminated pursuant to the provisions of this Agreement or as otherwise provided by law.

5.2 **Fiscal Year.** The fiscal year of the Company shall be the calendar year.

ARTICLE 6

CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

6.1 **Initial Capital Contributions.** Each Member has, by wire transfer, certified or bank cashier's check, previously contributed cash to the capital of the Company.

6.2 Additional Capital Contributions.

(a) The Company may from time to time require additional capital for Investments approved by the Members in accordance with Section 10.3 of this Agreement. Upon such approval, the Manager may deliver to each Member written notice stating the amount of funds required by the Company, such Member's Investment Percentage ("Required Amount") the purposes for which such funds will be used and the due date for the contribution of such funds to the Company. Each Member shall be required to contribute in cash to the Company such Member's Required Amount by the due date set forth in the notice. The Company shall maintain a separate Capital Account with respect to each Investment reflecting each Member's Investment Capital and amounts credited and charged to such Capital Account with respect such Investment in accordance with Section 6.5 below.

(b) Concurrently, with the formation of the Company, the Members approved an investment in [REDACTED]. The total Investment Capital is \$250,000 for such Investment. [REDACTED] contributed \$200,000 and [REDACTED] contributed \$50,000 to the Company with respect to such approved Investment. The Members have also approved an investment in [REDACTED], which investment amount required is being determined.

6.3 No Further Capital Obligation. Except as set forth in Section 6.1 or as otherwise specifically provided herein, no Member shall be requested to make any additional contributions to the capital of the Company.

6.4 Return of Capital Contributions. Except as specifically provided in this Agreement, a Member shall not be entitled to the return of his capital contribution to the Company.

6.5 Capital Account. A separate Capital Account shall be established and maintained for each Member with respect to each Investment in accordance with the Code and the regulations promulgated thereunder, including but not limited to the rules regarding the maintenance of partners' capital accounts set forth in Treasury Regulation Section 1.704-1. Subject to the immediately preceding sentence, there shall be credited to each Member's Capital Account (i) the amount of money and the fair market value of any property (net of related liabilities) contributed by the Member to the Company, and (ii) the Member's share of income or gain (or items thereof) of the Company, including income and gain exempt from tax. There shall be charged against each Member's Capital Account (iii) the amount of money and the fair market value of any property (net of related liabilities) distributed to the Member by the Company and (iv) the Member's share of loss and deduction (or items thereof) of the Company. If property is contributed to the capital of the Company or if there is a revaluation of any Company property such that the book value of such property differs from its adjusted tax basis, the Members' Capital Accounts shall be appropriately adjusted for income, gain, loss and deduction as required by Treasury Regulation Section 1.704-1 (b)(2)(iv)(g). To the extent a Member's Capital Account is greater than zero, such excess is hereinafter referred to as a "positive balance." To the extent that a Member's Capital Account is less than zero, said amount is hereinafter referred to as a "deficit balance."

6.6 Interest on Capital Contributions. Except as specifically provided in this Agreement, the Company shall not pay interest on Capital Contributions or undistributed profits.

ARTICLE 7

ALLOCATION OF PROFITS AND LOSSES

7.1 Allocation of Profits. Profits shall be allocated among the Members with respect to each Investment in the following order of priority:

(a) first, to each Member with a deficit Adjusted Balance, in proportion to and to the extent of such deficit Adjusted Balances.

(b) second to the Members so as to cause each Member's Adjusted Balance as of the end of such fiscal year to equal the amount of cash that would be distributed to such Member (other than with respect to loans) pursuant to Sections 8.1 (a) through (c) if, as of the end of such fiscal year, cash in the amount of the sum of the Members' Adjusted Balances were distributed to the Members pursuant to Sections 8.1(a) through (c).

7.2 **Allocation of Losses.** Losses, with respect to each Investment, shall be allocated to the Members so as to cause each Member's Adjusted Balance as of the end of such fiscal year to equal the amount of cash that would be distributed to such Member (other than with respect to loans) pursuant to Sections 8.1 (a) through (c) if, as of the end of such fiscal year, cash in the amount of the sum of the Members' Adjusted Balances were distributed to the Members pursuant to Sections 8.1(a) through (c).

7.3 **Depreciation Recapture.** Subject to Section 7.7, if any portion of Profit recognized from the disposition of property by the Company represents the "recapture" of previously allocated deductions by virtue of the application of Code Section 1(h)(1)(D), 1245 or 1250 ("Recapture Gain"), such Recapture Gain shall be allocated as follows:

(a) First, to the Members in proportion to the lesser of each Member's (i) allocable share of the total Profit recognized from the disposition of such property and (ii) share of depreciation or amortization with respect to such property (in the manner provided under Regulations Sections 1.1245-1(e)(2) and (3)), until each such Member has been allocated Recapture Gain equal to such lesser amount.

(b) Second, the balance of Recapture Gain shall be allocated among the Members whose allocable shares of total Profit from the disposition of such property exceed their shares of depreciation or amortization with respect to such property (in the manner provided under Regulations Sections 1.1245-1(e)(2) and (3)), in proportion to their shares of total Profit (including Recapture Gain) from the disposition of such property; provided, however, that no Member shall be allocated Recapture Gain under this Section 7.3 in excess of the total Profit otherwise allocated to such Member from such disposition.

7.4 **Allocations with Respect to Transferred Interests.** Except as otherwise provided below or unless otherwise required by the provisions of the Code or determined by the Manager, any Profit or Loss allocable to an interest in the Company which has been transferred during any year shall be allocated among the Persons who were holders of such interest during such year in proportion to the number of days during such year that each holder was recognized as the holder of the interest, without regard to the results of Company operations during the period the holder was recognized as the owner thereof.

7.5 **Tax Credits.** Unless otherwise required by the Code, any tax credits of the Company shall be allocated among the Members in accordance with their Participating Percentages. Any recapture of tax credits shall be allocated among the Members in the same ratio as the applicable tax credits were allocated to the Members.

7.6 **Regulatory Allocations.**

(a) **Minimum Gain Chargeback.** Notwithstanding any other provision of this Agreement, if there is a net decrease in Minimum Gain (as defined below) for a Company taxable year, each Member shall be allocated, before any other allocation of Company items for such taxable year,

items of gross income and gain for such year (and, if necessary, for subsequent years) in proportion to, and to the extent of, the amount of such Member's share of the net decrease in Minimum Gain during such year. The income allocated pursuant to this Section 7.6(a) in any taxable year shall consist first of gains recognized from the disposition of property subject to one or more nonrecourse liabilities of the Company, and any remainder shall consist of a pro rata portion of other items of income or gain of the Company. The allocation otherwise required by this Section 7.6(a) shall not apply to a Member to the extent provided in Treasury Regulation Section 1.704-2(t)(2) through (5).

(b) Qualified Income Offset. Notwithstanding any other provision of this Agreement, if a Member unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that causes or increases an Adjusted Capital Account Deficit with respect to such Member, items of Company gross income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible.

(c) Gross Income Allocation. If at the end of any Company taxable year, a Member has an Adjusted Capital Account Deficit, such Member shall be specially allocated items of Company income or gain in an amount and manner sufficient to eliminate such deficit Adjusted Capital Account Deficit as quickly as possible.

(d) Non-recourse Deductions. Any deductions attributable to partnership non-recourse liabilities (as determined pursuant to Treasury Regulation Section 1.704-2(c)) of the Company for any taxable year shall be allocated among the Members in the same proportion as Profits or Losses (as may apply) for such year are allocated.

(e) Member Nonrecourse Debt. Notwithstanding any other provision of this Agreement, any item of Company Loss, deduction or expenditures described in Code Section 705(a)(2)(B) that is attributable to a partner non-recourse debt (as defined in Treasury Regulation Section 1.704-2(b)(4)) of a Member shall be allocated to those Members that bear the economic risk of loss for such partner non-recourse debt, and among such Members in accordance with the ratios in which they share such economic risk, determined in accordance with Treasury Regulation Section 1.704-2(i). If there is a net decrease for a Company taxable year in any partner non-recourse debt minimum gain of the Company, each Member with a share of such partner non-recourse debt minimum gain as of the beginning of such year shall be allocated items of gross income and gain in the manner and to the extent provided in Treasury Regulation Section 1.704-2(i)(4).

(f) Interpretation. The foregoing provisions of this Section 7.6 are intended to comply with Treasury Regulation Sections 1.704-1(b) and 1.704-2 and shall be interpreted consistently with this intention. Any terms used in such provisions that are not specifically defined in this Agreement shall have the meaning, if any, given such terms in the Regulations cited above.

7.7 Section 704(c) Allocation. Notwithstanding the foregoing allocations of Profits and Losses, if any property contributed to the Company has a fair market value (as set forth herein or as otherwise determined by the Manager) that differs from its adjusted basis for federal income tax purposes at the time of such contribution, or if there is a revaluation of any Company property such that the book value of such property differs from its adjusted basis for federal income tax purposes, items of income, gain, loss, and deduction with respect to any such property shall be allocated among the Members so as to take account of such difference, in the manner intended by Section 704(c) of the Code and the Treasury Regulations from time to time promulgated thereunder, using such method permitted by such Treasury Regulations as the Manager may determine.

7.8 **Allocation of Excess Nonrecourse Liabilities.** Solely for the purpose of allocating excess nonrecourse liabilities of the Company among the Members in connection with the determination of the Members' adjusted tax bases for their interests in the Company, in accordance with Section 752 of the Code and the Treasury Regulations from time to time promulgated thereunder, the Members agree that each Member's interest in Company Profits equals such Member's Participating Percentage.

ARTICLE 8

DISTRIBUTIONS

8.1 **Distribution of Net Cash Receipts.** Net Cash Receipts, if any, shall be applied and distributed with respect to each Investment, in the following order of priority:

(a) First, to the Members until such Members have received an amount equal to the cumulative amount of any preferred distributions, dividends, and other payments of cash and/or property (other than Investment Capital) received by the Company in proportion to and to the extent of their respective Investment Participating Percentage;

(b) Second, to the Members in proportion and to the extent of the Net Investment Capital of each Member; and

(c) Thereafter, 90% to the Members in accordance with their Investment Participating Percentage and 10% to the Manager.

8.2 **Timing of Distribution: No Third-Party Beneficiaries.** Net Cash Receipts shall be distributed to the Members in such amounts and at such intervals as the Manager, in his sole discretion, may determine, but no less frequently than annually. The foregoing priorities of application of Net Cash Receipts are for the benefit of the Members only and not for the benefit of any third party or creditor of the Company or of any Member, and neither the Company nor any Member shall be liable or responsible to any third party or creditor of the Company or of any Member for any deviation from such priorities.

8.3 **Tax Distributions.** Within sixty (60) days of the close of each taxable year of the Company, to the extent the Manager determines that the Company has sufficient cash available after establishing reasonable reserves and satisfying any loan covenants, the company may make an annual distribution of earnings of such taxable year to each Member to cover federal and state income taxes which the Member may potentially owe as a result of its ownership of Units ("Tax Distributions"); provided, however, the Company shall not be required to dispose of assets outside the ordinary course of business or engage in any other extraordinary transactions in order to obtain the cash necessary for such distributions. Any Tax Distributions shall be made in a *pro rata* amount based upon the Member's respective Participating Percentages and irrespective of such Member's relative tax obligation.

8.4 **Limitation on Distributions.** No distributions shall be made and paid if, after the distribution is made either:

(a) the Company would be unable to pay its debts as they become due in the ordinary course of its business; or

(b) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved, wound up, and terminated at the time of the distribution, to satisfy the preferential rights, if any, upon dissolution, winding up, and termination of Members whose preferential rights, if any, are superior to those receiving the distribution.

ARTICLE 9

BOOKS OF ACCOUNT: RECORDS AND REPORTS

9.1 Books of Account and Records.

(a) The Manager shall maintain at the principal place of business of the Company all of the following:

(i) a list of the full name and last known business address of each Member setting forth the amount of cash each Member has contributed, a description and statement of the agreed value of any other property or services each Member has contributed or has agreed to contribute in the future, and the date on which each became a Member;

(ii) a copy of the Articles and all amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate was executed;

(iii) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(iv) copies of this Agreement and any amendments hereto;

(v) copies of the financial statements, if any, of the Company for the three most recent years; and

(vi) proper and complete records and books of account for the Company. Any of the foregoing may be inspected and copied by any Member or its duly authorized representatives, at the expense of such Member, during ordinary business hours.

(b) If a Member reasonably requests the Company or the Manager to assemble or compile information, the Manager shall have the authority to pass on all costs of labor, duplicating or other related charges so incurred to the Member making the request.

9.2 Reports to Members. The Manager, at Company expenses, shall furnish to each of the Members the following:

(a) As soon as practicable after the end of each calendar year, a copy of the federal income tax return filed by the Company for the calendar year, except for Schedules K-1 applicable to other Members;

(b) As soon as practicable after the end of each calendar year, all information relative to the Company necessary for the preparation of the Members' federal and state income tax returns;

(c) As soon as practicable after the end of each calendar year, a balance sheet as of the close of such calendar year and statements of Profits or Losses, and Net Cash Receipts, if any, all of which shall be prepared in accordance with generally accepted accounting principles or tax accounting principles, with or without audit or review by an independent certified public accountant, in each case in the discretion of the Manager; and

(d) Copies of any additional reports in existence regarding the Company or the Property as a Member may reasonably request.

ARTICLE 10

MANAGEMENT OF THE COMPANY

10.1 **Management of Company Affairs.** Except as provided in Section 10.3 and as otherwise specifically provided in this Agreement, the management of the Company shall be vested in the Manager. Subject to the foregoing, the Manager shall have full, exclusive and complete discretion in the management and control of the business and affairs of the Company and shall make all decisions affecting the Company's business and affairs, and, except as otherwise provided herein, any action taken by the Manager (in its capacity as such) shall constitute the act of and serve to bind the Company. The Manager may designate one or more of his employees, agents or Affiliates to carry out his duties and responsibilities to the Company. Persons dealing with the Company shall be entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall not employ, or permit another Person to employ any funds or assets of the Company in any manner other than for the exclusive benefit of the Company. The Manager shall not be entitled to any fees or other compensation for the performance of his duties as such; provided, however, the Company shall reimburse the Manager for all direct costs incurred by the Manager, his Affiliates, employees or agents on behalf of the Company or otherwise in connection with performance of the duties of a Manager.

10.2 **Appointment and Replacement of Manager.** The Members hereby appoint [REDACTED] as the initial Manager of the Company. If at any time a Manager shall die or be adjudicated insane or incompetent, resign, if a Manager shall cease to be a Member, or in the case of a Manager that is not a natural person, if at any time a Manager shall dissolve or otherwise terminate its legal existence, such Manager shall immediately thereupon cease to be a Manager of the Company. If at any time a Manager ceases to be a Manager of the Company for any reason, then Members having a majority or more of the aggregate Participating Percentages shall have the right to appoint a replacement Manager for such retiring Manager. The Manager may not otherwise be removed by the Members.

10.3 **Major Decisions.** Notwithstanding anything in Section 10.1 of this Agreement to the contrary, the Manager shall not enter into or make any of the following actions or decisions by or on behalf of the Company ("Major Decisions") without the prior approval of both Members:

- (a) Approve Investments (including Investment Capital and the Investment Participating Percentage with respect to each Member);
- (b) Sell all or any substantial portion of a Company Investment; or
- (c) Sell all or any portion of the Company.

10.4 **Engagements by the Company.** The Manager may engage, on behalf and at the expense of the Company, such persons, firms or corporations as the Manager in its reasonable judgment shall deem advisable for the conduct and operation of the business of the Company, including managers, leasing, rental and sales agents and brokers, mortgage bankers, lawyers, accountants, architects, engineers, consultants, contractors, subcontractors and purveyors of other services or materials for the Company on such terms and for such compensation or costs as the Manager, in its reasonable judgment, shall determine.

10.5 **Employment of Affiliates.** The Manager may, on behalf and at the expense of the Company, engage any Member or Manager or an Affiliate of any Member or of Manager to render services or provide goods to the Company, provided that the fees or other amounts payable for such

services or goods are comparable to those prevailing in arm's-length transactions for similar services or goods.

10.6 **Liability of the Manager.** The Manager and its respective Affiliates, agents and employees shall not be liable, responsible or accountable in damages or otherwise to the Company or any of the Members or their successors or assigns for any acts performed or omitted within the scope of his authority as Manager, or otherwise conferred on the Manager and such Affiliates, agents and employees by this Agreement, including the execution and delivery of deeds in lieu of foreclosure, provided that such Manager or such Affiliates, agents or employees shall act in good faith and shall not be guilty of willful misconduct or gross negligence.

10.7 **Devotion of Time by Manager.** The Manager and its respective agents, Affiliates, employees and agents of Affiliates shall devote such time to the Company business as is reasonably necessary to manage and supervise the Company business and affairs in an efficient manner and to accomplish the purposes of the Company. The Manager and each employee, agent or Affiliate thereof, shall be free to engage in other business ventures whether or not directly competing with the Company, or to exploit business opportunities whether or not arising from the conduct of Company business.

10.8 **Other Business of Members.** Each Member and its respective Affiliates may engage in or possess any interests in other business ventures of any kind, independently or with others. Neither the Company, any Member, nor the holder of any interest in the Company shall have any right by virtue of this Agreement or the relationship created hereby in or to such ventures or activities or to the income or profits derived therefrom, and the pursuit of such ventures, even if competitive with the business of the Company, shall not be deemed wrongful or Improper.

10.9 **Tax Matters Partner.** [REDACTED] for so long as it shall be a Member, shall be the "tax matters partner" (within the meaning of Section 6231 of the Code) of the Company, and as such shall have all powers and authorities granted tax matters partners under the applicable provisions of the Code and any regulations promulgated thereunder. All costs and expenses incurred by the tax matters partner in connection with an audit by the Internal Revenue Service or other government tax agency of a Company income tax return shall be borne by the Company.

10.10 **Election to Adjust Basis.** In the event of a distribution of property made in the manner provided in Section 734 of the Code (or any comparable provision of any succeeding law), or in the event of a transfer of any membership interest in the Company permitted by this Agreement made in the manner provided in Section 743 of the Code, the Manager, in its sole discretion, may make or revoke on behalf of the Company the election referred to in Section 754 of the Code permitting adjustments to basis as provided in Sections 734 and 743 of the Code. Any additional costs or expenses incurred by the Company as a result of such an election shall be borne pro rata by the Member or Members benefiting from such an election.

10.11 **Company Indemnification of Manager.** The Company shall indemnify, defend, and hold the Manager and its respective Affiliates, employees and agents, or their respective successors, executors, administrators or personal representatives harmless from and against any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) sustained or incurred as a result of any act or omission concerning the business or activities of the Company; provided that the Manager or any Affiliate, employee, or agent is not guilty of gross negligence, or willful misconduct and was acting in good faith within what he or it reasonably believed to be the scope of his or its authority for a purpose which he or it reasonably believed to be not opposed to the best interests of the Company. The foregoing indemnity shall not be enforceable against any Member personally but solely from such Member's interest in the Company.

ARTICLE 11

RIGHTS AND DUTIES OF MEMBERS

11.1 **Admission of Members.** Each of the Persons set forth on Exhibit A attached hereto is hereby recognized and admitted as a Member of the Company. No other person shall be recognized or admitted as a Member of the Company unless such person has satisfied the requirements of Article 12.

11.2 **Limited Liability.** The debts, obligations and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member of the Company. No Member, in its capacity as a Member of the Company, shall be responsible or liable for any indebtedness or obligation of any other Member, nor, except to the extent provided in Section 11.7, shall the Company be responsible or liable for any indebtedness or obligation of any Member.

11.3 **No Individual Authority.** Except as otherwise expressly provided in this Agreement or in the Act, no Member, acting alone, shall have any authority to act for, or to create, undertake or assume any liabilities, obligations or responsibilities on behalf of the Company or any other Member.

11.4 **No Compensation.** Except as specifically provided herein, no Member shall be entitled to receive any compensation from the Company or from any other Member for services performed in its capacity as a Member.

11.5 **Representations by Members.** Each Member represents and warrants to the other Members and to the Company that (i) all transactions contemplated by this Agreement to be performed by such Member have been duly authorized by all necessary action and do not require the consent or approval of any third party, (ii) such Member has all necessary power with respect thereto, (iii) the consummation of such transactions will not (and with the giving of notice or lapse of time or both would not) result in a breach or violation of, or a default or loss of contractual benefits under, any trust agreement or other agreement by which such Member or any of such Member's properties is bound, or any statute, regulation, order or other law to which such Member or any of such Member's properties is subject, or give rise to a lien or other encumbrance upon any of such Member's properties or assets, and (iv) this Agreement is a valid and binding agreement on the part of such Member, enforceable in accordance with its terms.

11.6 **Indemnification by the Members.** Each Member hereby agrees to indemnify the Company and each of its other Members and hold them each harmless from and against all liability, loss, cost, damage and expense (including attorneys' fees and costs incurred in the investigation, defense and settlement of the matter) which the Company or any of such other Members shall ever sustain, suffer or incur which relate or arise out of or in connection with a breach by the indemnifying Member of any representation, warranty or covenant made by the indemnifying Member in this Agreement or in any agreement or instrument delivered pursuant hereto. If the Company is made a party to any litigation or otherwise incurs any loss or expense as a result of or in connection with any Member's personal obligations or liabilities unrelated to Company business, such Member shall indemnify and reimburse the Company for all such loss and expense incurred, including reasonable attorneys' fees. The liability of any Member pursuant to this Section 11.6 shall not be enforceable against such Member personally, but shall be limited to the Member's interest in the Company, including the right to receive any distributions of Net Cash Receipts.

11.7 **Indemnification by the Company.** The Company shall indemnify each of its Members and former Members for all costs, losses, liabilities and damages paid or incurred by any of them in connection with the business of the Company, including any judgments, settlements, penalties, fines and expenses incurred in a proceeding to which any such person is a party because the person is or was a Member of the Company, to the fullest extent provided or allowed by the Act or any other applicable laws, provided, however, that such liability does not arise by reason of the willful misconduct or gross negligence of such Member or any matter described in Section 11.6 with respect to which the Member is obligated to indemnify the Company.

11.8 **Rights of a Former Member.** No Member shall have the right or power to resign or withdraw by voluntary act from the Company. If a Member shall cease to be a Member in accordance with the terms of Section 35-50 of the Act, and if the Company is not then dissolved, then, notwithstanding the terms of Section 35-60 of the Act, such former Member shall not thereby be entitled to receive the fair value of such former Member's membership interest in the Company or any other payment or any other distribution except as specifically provided in this Agreement.

ARTICLE 12

TRANSFER OF MEMBER INTERESTS

12.1 **General Prohibition.** A Member may not sell, transfer, encumber, pledge or assign all or any part of its interest in the Company without the prior written consent of the Manager and the other Members. In order for an assignee to constitute a substituted or additional Member, the conditions set forth in Section 12.7 must be satisfied. In no event shall the Manager consent to an assignment of any interest of a Member in the Company if in the opinion of counsel satisfactory to the Company such assignment (i) would result in a termination of the Company for federal income tax purposes (or the transferring Member and its transferee jointly and severally indemnify the Company and each other Member against any and all additional tax liability or other loss or costs arising from such termination), (ii) would result in the Company failing to qualify for an exemption from the registration requirements of the federal or any applicable state securities laws, (iii) would be to a person that is a "foreign person" as that term is defined in the Foreign Investment in Real Property Tax Act of 1980, as amended ("FIRPTA"), (iv) would result in the imposition of fiduciary responsibility on the Company, any Manager, any Member, or any Affiliate of any of the foregoing under the Employee Retirement Income and Security Act of 1974, as amended from time to time ("ERISA"), or (v) would result in the violation of any term or provision of any agreement to which the Company is a party or to which the Property is subject, or the acceleration of any indebtedness of the Company or secured by the Property. If any Member who is also a Manager transfers such Member's entire membership interest in the Company to any Person other than a Permitted Transferee (as defined below) described in clause (i), (ii), (iii) or (iv) of Section 12.2, then such Member shall immediately thereupon cease to be a Manager of the Company, in accordance with Section 10.2.

12.2 **Permitted Transfers.** Notwithstanding the provisions of Section 12.1, a Member may assign all or any part of his interest in the Company without the consent of the Manager or any other Member to a "Permitted Transferee." For purposes of this Agreement, the term "Permitted Transferee" shall mean, with respect to any Member (i) a partnership in which such Member or persons controlling such Member on the date hereof are the sole or controlling general partner(s) and other partners are members of the immediate family of such Member or persons controlling such Member on the date hereof, (ii) a corporation controlled by such Member or persons controlling such Member on the date hereof, and all of the issued and outstanding capital stock of all classes of such corporation is owned and controlled by such Member, persons controlling such Member on the date hereof, or by members of the immediate family of such Member or of persons controlling such Member on the date hereof, (iii) a trust

controlled by such Member or persons controlling such Member on the date hereof and for the benefit of such Member, persons controlling such Member on the date hereof, or members of the immediate family of such Member or of persons controlling such Member on the date hereof, (iv) a limited liability company controlled by such Member or persons controlling such Member on the date hereof and all of the membership interests of which are owned by such Member, persons controlling such Member on the date hereof, or members of the immediate family of such Member or persons controlling such Member on the date hereof, (v) members of the immediate family of such Member or of persons controlling such Member on the date hereof, (vi) another Member, or (vii) as otherwise permitted under this Agreement. For purposes of this Agreement, the immediate family of any Person shall mean the spouse and lineal descendants of such Person. Notwithstanding anything in this Section 12.2 to the contrary, a Member may not assign all or part of its interest in the Company if such assignment would, in the opinion of counsel to the Company, (v) result in a termination of the Company for federal income tax purposes (or the transferring Member and its transferee jointly and severally indemnify the Company and each other Member against any and all additional tax liability or other loss or costs arising from such termination), (w) result in the Company not qualifying for an exemption from the registration requirements of the federal or any applicable state securities laws, (x) be to a person that is a "foreign person" as that term is defined in FIRPTA, (y) result in the imposition of fiduciary responsibility on the Company, any Member, any Manager, or any Affiliate of any of the foregoing under ERISA, or (z) result in the violation of any term or provision of any agreement to which the Company is a party or to which the Property is subject, or the acceleration of any indebtedness of the Company or secured by the Property. Notwithstanding the right of a Member to transfer all or any portion of his interest to a Permitted Transferee, a Permitted Transferee shall not be admitted as an additional or substituted Member of the Company unless and until the provisions of Section 12.7 are satisfied. Until the provisions of Section 12.7 are satisfied with respect to a Permitted Transferee, such Permitted Transferee shall not be a Member but shall be an assignee having the rights described in Section 12.6.

12.3 **Involuntary Transfers.** In the event (i) of the death or adjudication of insanity or incompetency of an individual Member, or (ii) any Member shall be adjudged bankrupt, enter into proceedings for reorganization or into an assignment for the benefit of creditors, have a receiver appointed to administer the Member's interest in the Company, be the subject of a voluntary or involuntary petition for bankruptcy, apply to any court for protection from its creditors, or have its interest in the Company seized by a judgment creditor (such Member being referred to herein as a "Bankrupt Member"), the personal representative or trustee (or successor-in-interest) of the deceased, insane or incompetent Member or Bankrupt Member shall be an assignee of such Member's interest in the Company having the rights set forth in Section 12.6 and shall not become an additional or substituted Member unless and until the conditions set forth in Section 12.7 are satisfied; and any such Member's estate (or successor-in-interest) shall be liable for all of its obligations as a Member.

12.4 **Dissolution or Termination of Members.** In the event of the dissolution of a Member that is a partnership, limited liability company or a corporation or the termination of a Member that is a trust, the successors-in-interest of the dissolved or terminated Member shall, for the purposes of winding up the affairs of the dissolved or terminated Member, have the rights of an assignee of such Member's interest in the Company, as described in Section 12.6, and shall not become additional or substituted Members unless and until the conditions set forth in Section 12.7 are satisfied.

12.5 **Transfers of Ownership Interests in Members.** For purposes of this Article 12, any transfer or assignment of any direct or indirect ownership or other interest in a Member that (taking into account any prior such transfers or assignments, and any prior pledges, encumbrances or collateral assignments described below) results in such Member being controlled by a Person or Persons other than the Person or Persons that control such Member on the date hereof shall be deemed an assignment of the interest in the Company of such Member and therefore subject to all of the restrictions and provisions of

this Article 12. In addition, any encumbrance, pledge or other collateral assignment of a direct or indirect ownership or other interest in a Member that, if the pledgee or other assignee were to exercise its right to acquire such interest, would (taking into account any prior transfers or assignments described above and any prior such pledges, encumbrances or collateral assignments) result in such Member being controlled by a Person or Persons other than the Person or Persons that control such Member on the date hereof shall be deemed an assignment of the interest in the Company of such Member and therefore subject to all of the restrictions and provisions of this Article 12.

12.6 **Status of Assignee.** Any person who acquires all or any portion of the interest of a Member in the Company in any manner (including pursuant to a transfer permitted by Section 12.2), shall not be a Member of the Company unless and until the conditions of Section 12.7 are satisfied. Unless and until such conditions are satisfied, such person shall, to the extent of the interest acquired, be entitled only to the transferor Member's rights, if any, in the Profits, Losses, Net Cash Receipts and other distributions to the Members pursuant to this Agreement, subject to the liabilities and obligations of transferor Member hereunder; but such person shall have no right to participate in the management of the business and affairs of the Company and shall be disregarded in determining whether the approval, consent or any other action has been given or taken by the Members. Any such assignee shall have the same right, subject to the same limitations, as the transferor Member had under the provisions of this Article 12 to assign its interest as a Member (including the right to assign such interest to any Permitted Transferee of such Member pursuant to Section 12.2), but any such further assignee shall have only the rights set forth in this Section 12.6 and shall not become an additional or substituted Member of the Company unless and until the conditions of Section 12.7 have been satisfied.

12.7 **Admission Requirements.** No assignee of all or any portion of a Member's interest in the Company (including a Permitted Transferee) or any other person shall be admitted as an additional or substituted Member of the Company unless and until:

(a) except in the case of assignments described in Section 12.2, such admission has been approved in writing by the Manager, which approval may be given or withheld in the sole discretion of the Manager;

(b) such assignment is made in writing, signed by the assigning Member (or its successor) and accepted in writing by the assignee, and a duplicate original of such assignment has been delivered to the Manager;

(c) the Company has received an opinion of counsel as contemplated by Section 12.1 or the Manager has waived this requirement; and

(d) the assignee executes and delivers to the Company and each other Member a written agreement in form reasonably satisfactory to the Manager, pursuant to which such assignee agrees to be bound by and confirms the obligations, representations and warranties contained in this Agreement.

12.8 **Effective Date of Assignment.** If an assignment is made in accordance with this Agreement, unless otherwise required by the Code:

(a) the effective date of such assignment shall be the first date that both the written instrument of assignment is received by the Manager and, if required, approved by the Manager; provided that such assignee shall not be admitted as a Member unless and until the approvals and other requirements of Section 12.7 are satisfied;

(b) the Company, the Manager and the other Members shall be entitled to treat the assignor of the assigned interest as the absolute owner thereof in all respects and shall incur no liability for allocations of Profits or Losses and distributions of Net Cash Receipts made in good faith to such assignor until such time as the written instrument of assignment has been actually received by the Manager, and recorded in the books of the Company, and, if required, approved by the Members described in Section 12.1; and

(c) any Profits and Losses shall be allocated between the assignor and the assignee of the assigned interest in the manner described in Section 7.4.

12.9 **Status of Assignor.** If there is a transfer or assignment of a Member's interest in the Company, then, without regard to whether or when such assignee or transferee is admitted as a Member of the Company, from and after the effective date of such assignment or transfer, the assigning or transferring Member shall cease to be a Member with respect to the transferred or assigned interest; and if such Member has transferred or assigned his entire membership interest in the Company, upon the effective date of such transfer or assignment, such Member shall cease to be a Member of the Company.

12.10 **Cost of Admission.** The cost of processing and perfecting an admission contemplated by this Article 12 (including reasonable attorneys' fees incurred by the Company) shall be borne by the party seeking admission as a Member to the Company.

ARTICLE 13

DISSOLUTION AND LIQUIDATION OF COMPANY

13.1 **Dissolution of the Company.** The Company shall be dissolved upon the happening of any of the following:

- (a) the agreement of all of the Members to dissolve and wind up the affairs of the Company;
- (b) any event that makes it unlawful for the Company business to be continued; or
- (c) the sale, disposition, or abandonment of all or substantially all of the non-cash assets of the Company.

The death, retirement, resignation, bankruptcy, court declaration of incompetence, or dissolution of anyone or more Members or the occurrence of any other event that terminates the continued membership of anyone or more Members (except as provided in the immediately preceding sentence) shall not cause the dissolution of the Company.

13.2 **Winding Up of Affairs.** In the event of the dissolution and liquidation of the Company for any reason, the Manager shall commence to wind up the affairs of the Company and shall convert all of the Company's assets to cash or cash equivalents within such reasonable period of time as may be required to receive fair value therefore. All items of income, gain, loss, deduction and credit during the period of liquidation shall be allocated among the Members in the same manner as before the dissolution.

13.3 **Accounting.** In the case of the dissolution and termination of the Company, prior to any distributions to Members pursuant to Section 13A(c), a proper accounting shall be made of the Capital Accounts of the Members and of each item of income, gain, loss, deduction and credit of the Company

from the date of the last previous accounting to the date of dissolution. The Manager shall provide a copy of such accounting to all Members.

13.4 **Final Distribution of Company Property.** Upon termination of the Company, the Manager shall apply and distribute the remaining property of Company, together with the proceeds of any sales of same, as follows:

(a) first, all Company debts and liabilities shall be paid and discharged, except any debts that are nonrecourse to the extent that the Manager elects not to pay such debts;

(b) second, to establish any reserve which the Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Such funds may be placed in escrow by the Manager for the purposes of disbursing such funds in payment of any of the contingencies, liabilities, or obligations, and, at the expiration of such period as the Manager shall deem advisable, the balance then remaining shall be distributed pursuant to subsection (c) of this Section 13.4; and

(c) third, to apply and distribute the balance in the manner and priority set forth in Section 8.1.

13.5 **Articles of Dissolution.** Upon completion of the liquidation of the Company and the distribution of all Company property, the Company shall terminate and the Manager shall have the authority to execute and record one or more Articles of Dissolution of the Company as well as any and all other documents required or considered advisable by the Manager to effectuate and evidence the dissolution and termination of the Company.

13.6 **No Restoration of Deficit Capital Accounts.** Except as otherwise expressly provided herein, at no time shall a Member with a deficit balance in its Capital Account have any obligation to the Company or to another Member or to any other person to restore such deficit balance.

ARTICLE 14

AMENDMENTS

14.1 **Amendment by Members.** Except as to reflect the admission of a Member in accordance with Section 12.7, this Agreement may be amended only with the written concurrence of Members having a majority or more of the aggregate Participating Percentages of all of the Members (or such greater number as required by applicable law); provided, however, that absent the approval of all Members, no amendment shall:

(a) add to, detract from or otherwise modify the purpose of the Company or the character of its business as set forth in Article 4;

(b) increase the obligation of any Member to make contributions to the capital of the enlarge the liability of any Member as provided in this Agreement;

(c) modify the order or allocation of distributions of the Net Cash Receipts or liquidating distributions, or the allocation of Profits and Losses among the Members;

(d) convert the Company to a general or limited partnership; (e) remove the Manager; or

(e) amend this Article 14.

14.2 **Amendment of Articles.** If this Agreement shall be amended pursuant to this Article 14, the Manager shall cause the Articles to be amended, to the extent required by applicable law, to reflect such change. The Members shall promptly be notified of any amendments made under this Section 14.2.

ARTICLE 15

NOTICES

Any and all notices to be served hereunder shall be in writing and shall be personally delivered, sent by private courier, sent by certified mail, postage prepaid, or by facsimile transmission or electronic mail and, if intended for the Company, to the Company at the address of the principal place of business of the Company set forth herein, or, if intended for a Member or the Manager, to such Member or Manager at the address set forth below such Person's signature on this Agreement, or to such other address or facsimile telecopier number as a Manager, on behalf of the Company, or a Member or a Manager, on his own behalf, may designate from time to time in a written notice served upon the Company and each other Member and Manager in accordance herewith. Any notice given under this Agreement is effective upon receipt by the Person to receive it.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.1 **Severability.** If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall not be affected.

16.2 **Parties Bound.** Any Person acquiring or claiming an interest in the Company, in any manner whatsoever, shall be subject to and bound by all terms, conditions and obligations of this Agreement to which his or its predecessor in interest was subject or bound, without regard to whether such Person has executed a counterpart hereof or any other document contemplated hereby. No Person, including the legal representative, heir or legatee of a deceased Member, shall have any rights or obligations greater than those set forth in this Agreement and no Person shall acquire an interest in the Company or become a Member thereof except as permitted by the terms of this Agreement. This Agreement shall be binding upon the parties hereto, their successors, heirs, devisees, assigns, legal representatives, executors and administrators.

16.3 **Applicable Law.** The Company and this Agreement shall be governed by the laws of the State of Illinois.

16.4 **Additional Documents and Acts.** In connection with this Agreement as well as all transactions contemplated by this Agreement, each party hereto shall execute and deliver such additional documents and instruments, and perform such additional acts, as any other party hereto may reasonably deem necessary or desirable from time to time to effectuate, perform and evidence all of the terms, provisions and conditions of this Agreement and all such transactions.

16.5 **Benefit.** Nothing contained herein, express or implied, is intended to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights or remedies under or by reason of this Agreement.

16.6 **Waiver.** The failure to insist upon strict enforcement of any of the provisions of this Agreement or of any agreement or instrument delivered pursuant hereto shall not be deemed or construed to be a waiver of any such provision, nor to in any way affect the validity of this Agreement or any agreement or instrument delivered pursuant hereto or any provision hereof or the right of any party hereto to thereafter enforce each and every provision of this Agreement and each agreement and instrument delivered pursuant hereto. No waiver of any breach of any of the provisions of this Agreement or any agreement or instrument delivered pursuant hereto shall be effective unless set forth in a written instrument executed by the party against which enforcement of such waiver is sought, and no waiver of any such breach shall be construed or deemed to be a waiver of any other or subsequent breach.

16.7 **Survival.** The representations, warranties and covenants of the Members contained herein or in any agreement or instrument delivered pursuant hereto shall survive the consummation of the transactions contemplated hereby, and shall not be affected by any investigation which may have been made by any of the parties hereto.

16.8 **Headings.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision.

16.9 **Counterparts.** This Agreement may be executed in multiple counterparts with separate signature pages, each such counterpart shall be considered an original, but all of which together shall constitute one and the same instrument.

ARTICLE 17

SECURITIES REGISTRATIONS AND INVESTMENT REPRESENTATIONS

17.1 **Registration.** Each Member hereby expressly acknowledges that no registration statement relating to the membership interests in the Company is to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, or the securities laws of any state; and such interests are being offered and sold in reliance upon one or more exemptions from registration under applicable federal and state securities laws.

17.2 **Representations and Warranties.** Each Member hereby represents and warrants as follows:

(a) Such Member has the power and authority to execute and comply with the terms of this Agreement.

(b) Such Member's interest in the Company will be acquired solely by and for the account of such Member for investment purposes only and is not being purchased for subdivision, fractionalization, resale or distribution; such Member has no contract, undertaking, agreement or arrangement with any person to sell, transfer or pledge to such person or anyone else such Member's membership interest (or any part thereof); and such Member has no present plans or intentions to enter into any such contract, undertaking or arrangement.

(c) Such Member's interest in the Company has not and will not be registered under the federal Securities Act of 1933, as amended, or the securities laws of any state, and cannot be sold or transferred without compliance with the registration provisions of said Act or state laws or compliance with exemptions, if any, available thereunder. Such Member understands that neither the Company nor the Manager have any obligation or intention to register the membership interests in the Company under any federal or state securities act or law, or to file the reports to make public the information required by Rule 144 under the Securities Act of 1933, as amended.

(d) Such Member: (i) has such knowledge and experience in financial and business matters in general, and in investments of the type made by the Company in particular, that such Member is capable of evaluating the merits and risks of an investment in the Company; (ii) has a financial condition that is such that such Member has no need for liquidity with respect to such its investment in the Company to satisfy any existing or contemplated undertaking or indebtedness; (iii) is able to bear the economic risk of its investment in the Company for an indefinite period of time, including the risk of losing all of such investment, and loss of such investment would not materially adversely affect such Company; and (iv) has either secured independent tax advice with respect to the investment in the Company, upon which such Member is solely relying, or such Member is sufficiently familiar with the income taxation of limited liability companies that such Member has deemed such independent advice unnecessary.

(e) Such Member acknowledges that all documents pertaining to the transaction have been made available to it and such Member has been allowed an opportunity to ask questions and receive answers thereto and to verify and clarify any information contained in the documents.

(f) Such Member has relied solely upon the documents submitted to such Member and independent investigations made by such Member in making the decision to purchase its interest in the Company, and acknowledges that no representations or agreements other than those set forth in this Agreement have been made in respect thereto.

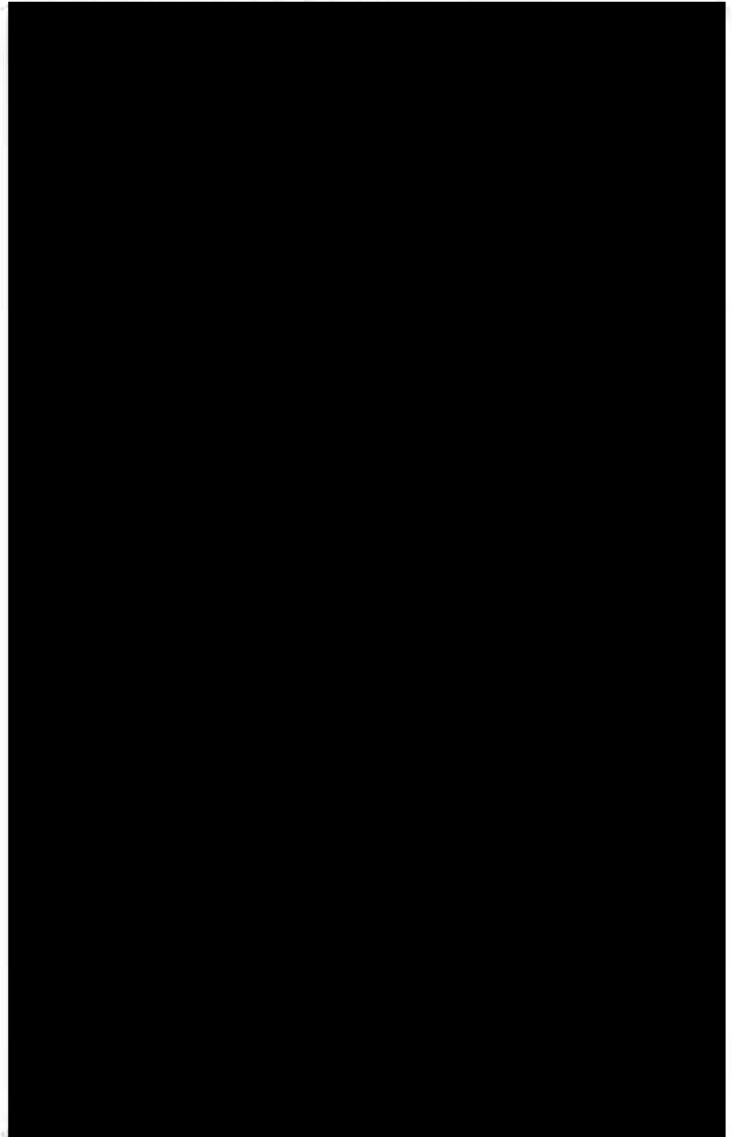
(g) Such Member expressly acknowledges that: (i) the Company is newly organized and has no financial or operating history and, furthermore, such Member's interest in the Company is a speculative investment that involves a high degree of risk of loss of the entire investment of such Member in the Company; (ii) no federal or state agency has reviewed or passed upon the adequacy or accuracy of the information set forth in the documents submitted to such Member or made any finding nor determination as to the fairness for investment, or any recommendation or endorsement of an investment in the Company; (iii) there are restrictions on the transferability of the interests in the Company; there will be no public market for the interests in the Company; and, accordingly, it may not be possible for such Member to liquidate its investment in the Company; and (iv) any anticipated federal or state income tax benefits applicable to such Member's interest in the Company may be lost through changes in, or adverse interpretations of, existing laws and regulations.

(h) If other than a natural person, such Member was formed and organized under the laws of the State of Illinois and was not formed for the purpose of investing in the Company.

(i) If a natural person, such Member, or if other than a natural person, each owner of such Member, is an "accredited investor" within the meaning of Regulation D promulgated pursuant to the Securities Act of 1933, as amended.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first set forth above, confirms his or her agreement to become a Member of the Company, agrees to be bound by this Agreement, and swears that the statements set forth herein are true and correct.



JOINDER

The undersigned hereby executes this Agreement not as a Member but solely for the purposes of (i) accepting the appointment of the undersigned as the Manager of the Company and (ii) agreeing to be bound by the terms and provisions of this Agreement in his capacity as Manager of the Company.



EXHIBIT A

Schedule of Members

<u>Members</u>	<u>Original Participating Percentages</u>
██████████	50%
██████████	50%

Schedule of Investments

<u>Investments</u>	<u>Original Participating Percentages</u>
██	
██████████	20%
██████████	80%
████████████████████	
██████████	10%
██████████	90%

Business Plan(Business History and Experience)

Item 1 of 3

C-6.1 First Name

Steven

C-6.2 Middle Name

No response provided by applicant

C-6.3 Last Name

Weisman

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

Windy City Cannabis, AES Compassionate Care, Maryland Compassionate Care and Wellness

C-6.6 Business Address

33 North LaSalle Street, Suite 3200, Chicago, Illinois 60602

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

YES

C-6.8 Dates

2014 to Date

Business Plan(Business History and Experience)

Item 2 of 3

C-6.1 First Name

David

C-6.2 Middle Name

No response provided by applicant

C-6.3 Last Name

Brown

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

Attorney/Partner

C-6.5 Business Name

Much Shelist

C-6.6 Business Address

191 North Wacker Drive, Suite 1800, 60606

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

YES

C-6.8 Dates

1994 to Date

Business Plan(Business History and Experience)

Item 3 of 3

C-6.1 First Name

Marc

C-6.2 Middle Name

No response provided by applicant

C-6.3 Last Name

Gordon

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

IMET Corporation

C-6.6 Business Address

955 Brandt Drive, Elgin, Illinois 60120

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

YES

C-6.8 Dates

1987 to Date

Business Plan(Business History and Experience Narrative)

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

****TRADE SECRET****

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

We bring an impressive list of resources to this enterprise:

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

(1) CANNABIS EXPERIENCE

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

Our affiliated medical cannabis enterprises include:

- Windy City Cannabis (WCC), a Chicago-based firm operating four licensed dispensaries in Illinois (one of the state's largest affiliated dispensary groups) with locations in south suburban Chicago. These dispensaries were established as part of Illinois' 2015 pilot program, which authorized 54 locations. In less than two years of operations, WCC built its annual revenues to more than \$5.5 million.
- Maryland Compassionate Care and Wellness (MCCW), which has held cultivation, processing, and dispensary licenses in Maryland since 2016. In an extremely competitive environment, MCCW was one of only seven entities selected to receive all three types of licenses. Meeting the state's 12-month timeline, MCCW was able to convert a long-vacant warehouse into a fully compliant and operational 55,000 square foot processing/growing facility, which includes 30,000 square feet of growing space.
- AES Compassionate Care (AES), which was licensed in 2017 to operate a cultivation/processing facility and three dispensaries in Pennsylvania. Based on its exemplary operations plans, AES was one of only four organizations selected to receive both grower/processor and dispensing licenses. The company is now in the process of retrofitting a 70,000 square foot cultivation/processing facility, which will provide 33,000 square feet of growing space; this facility will be fully operational within the state's stringent six-month timeline. AES also is renovating three dispensary sites that will serve patients in the greater Philadelphia area.

(2) MANAGEMENT TEAM MEMBERS

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

(2.1) CHIEF EXECUTIVE OFFICER

Steven Weisman will serve as the Company's Chief Executive Officer. Mr. Weisman is currently the Chief Executive Officer of Windy City Cannabis (WCC), Maryland Compassionate Care and Wellness (MCCW), and AES Compassionate Care (AES).

As the top executive of medical marijuana businesses in three states, Mr. Weisman has led development of policies and procedures that have made his companies acknowledged leaders in regulatory compliance and customer care. Working within rigid regulatory guidelines, he has created successful marketing programs focused on patient and physician educational outreach. He also has established and implemented a program of reduced-cost medical marijuana for veterans and low-income patients that is providing affordable relief for hundreds of people suffering from chronic illness. He has served as a chief executive of medical marijuana businesses for three years.

Mr. Weisman also serves as the Chairman of the Board of Leaf Trade, a software-as-a-service wholesale cannabis marketplace providing customer relationship management (CRM) and enterprise resource planning (ERP) solutions to licensed cannabis wholesalers and retailers in Illinois. To date, Leaf Trade has achieved an 85% market share in Illinois, and a national expansion is planned for 2018. He has served on the board since 2015.

He currently serves on the Board of Directors of the Medical Cannabis Alliance of Illinois.

Mr. Weisman also has extensive experience in corporate governance and management of entrepreneurial businesses. In his two years as an attorney at Kirkland & Ellis LLP in Chicago, he counseled private equity sponsors and their portfolio companies regarding mergers and acquisitions. He also formed, structured, and managed private equity funds.

As a trained electrical engineer, Mr. Weisman is an expert in computer systems; his computer knowledge is directly relevant to the Company's operations, given the extensive use of computerization in the Company's security and inventory systems.

Mr. Weisman holds a J.D. from the University of Chicago Law School and a B.S. in Electrical Engineering (highest honors) from the University of Wisconsin-Madison.

(2.2) CHIEF OPERATING OFFICER

Marc Gordon will serve as the Company's Chief Operating Officer. Mr. Gordon is the founder and currently serves as the President of IMET Corporation (IMET), an Illinois-based scrap management company, which he built from a single-warehouse startup in 1987 into one of the country's leading nonferrous scrap metal processing companies.

Mr. Gordon has deep experience with workflow and business management. As President of IMET, he has supervised more than 50 employees, led daily operations, and overseen development of customized, comprehensive scrap management plans for customers nationwide. He also has developed industry-leading recycling programs that are fully compliant with all relevant environmental laws and regulations.

Mr. Gordon holds a B.S. in Psychology from the University of Illinois-Chicago.

(2.3) CHIEF FINANCIAL OFFICER

David Brown will serve as the Company's Chief Financial Officer. Mr. Brown is currently the chairman of Much Shelist, a Chicago-based law firm with more than 80 attorneys, and is actively involved in strategic planning and leadership development for the firm.

Mr. Brown has been an attorney and partner at Much Shelist since 1994 and is acknowledged as an expert in matters related to legal and regulatory compliance. He counsels public companies and closely held businesses on a wide range of complex matters, including strategic planning, talent development, acquisitions and dispositions, private placements of debt and equity, and tax and entity structures. Prior to his appointment to chairman of Much Shelist, Mr. Brown chaired the firm's management committee for 13 years.

Mr. Brown holds a J.D. from Loyola University Chicago School of Law and a B.S. in Accounting from the University of Illinois at Champaign-Urbana.

(3) COMPLIANCE HISTORY

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

Operations Plan(Dispensary Oversight)

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

YES

Operations Plan(Security and Surveillance)

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

YES

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

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

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

This response has been entirely redacted

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

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

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

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

YES

Operations Plan(Receiving of Product)

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

YES

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

YES

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

****TRADE SECRET****

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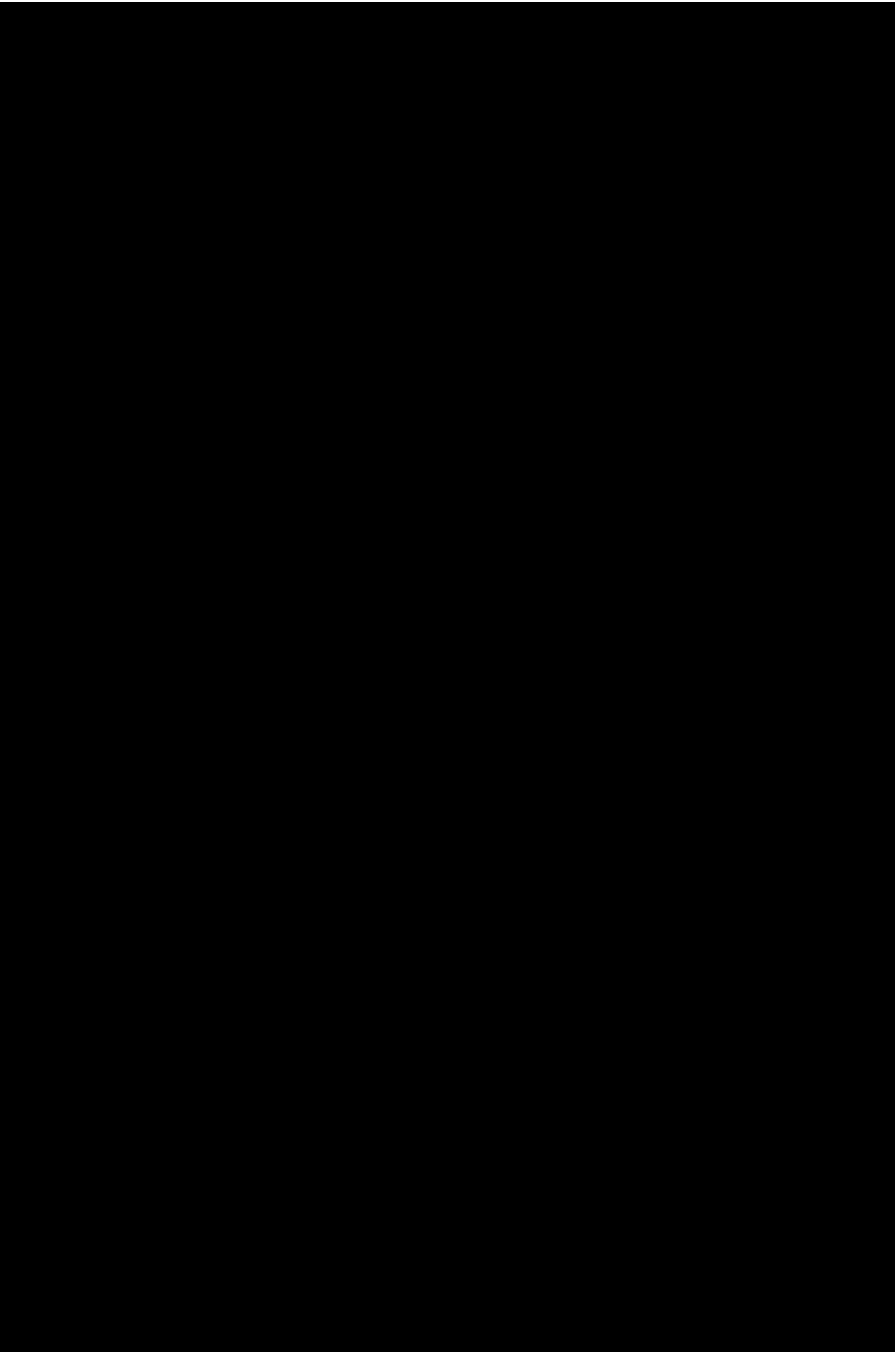
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D-3.3.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in D-3.3. The images or diagrams may contain a brief descriptive caption. Additional language responding to the question will not be considered.

Uploaded Document Name: **D-3.3.1_Security Floor Plan.pdf**

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



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 / SECURITY AND INFRASTRUCTURE****

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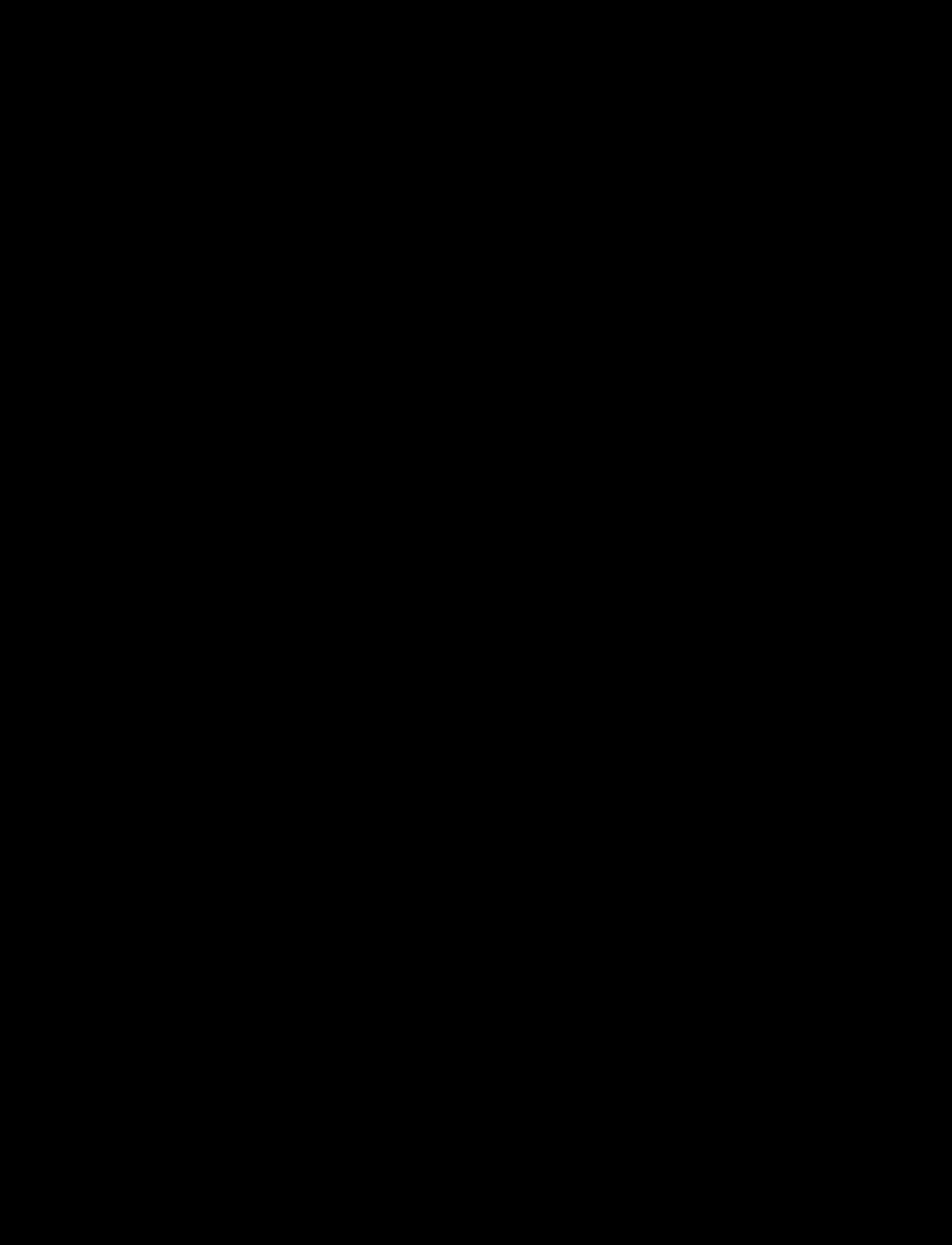
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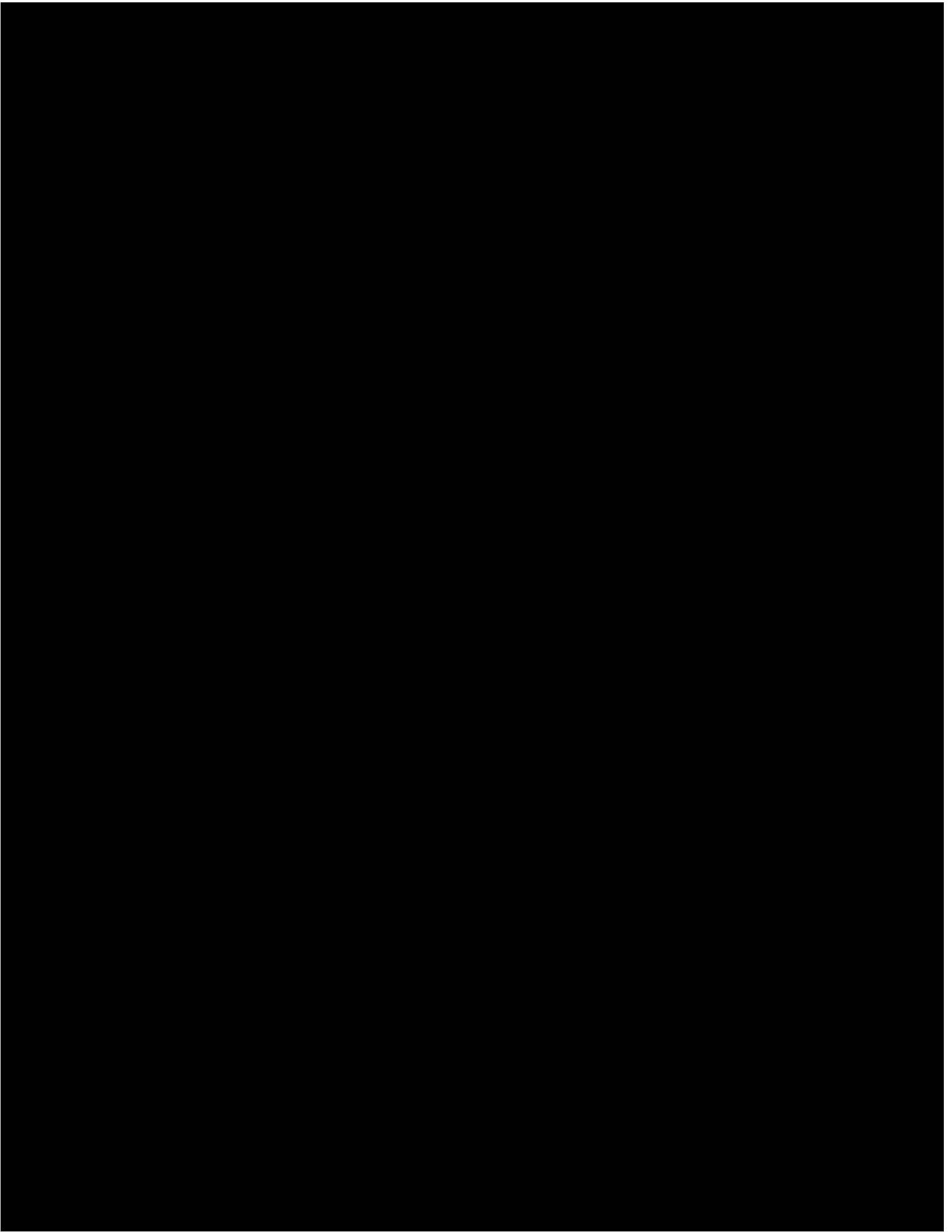
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D-4.4.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in D-4.4. The images or diagrams may contain a brief descriptive caption. Additional language responding to the question will not be considered.

Uploaded Document Name: **D-4.4.1_Vault Specifications.pdf**

NOTE: This applicant uploaded document is the next 10 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).

7

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

YES

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

****TRADE SECRET****

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

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

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

SAMPLE LABELS

Plant Material Label

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

Non-Plant Material Label

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

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 / SECURITY AND INFRASTRUCTURE****

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

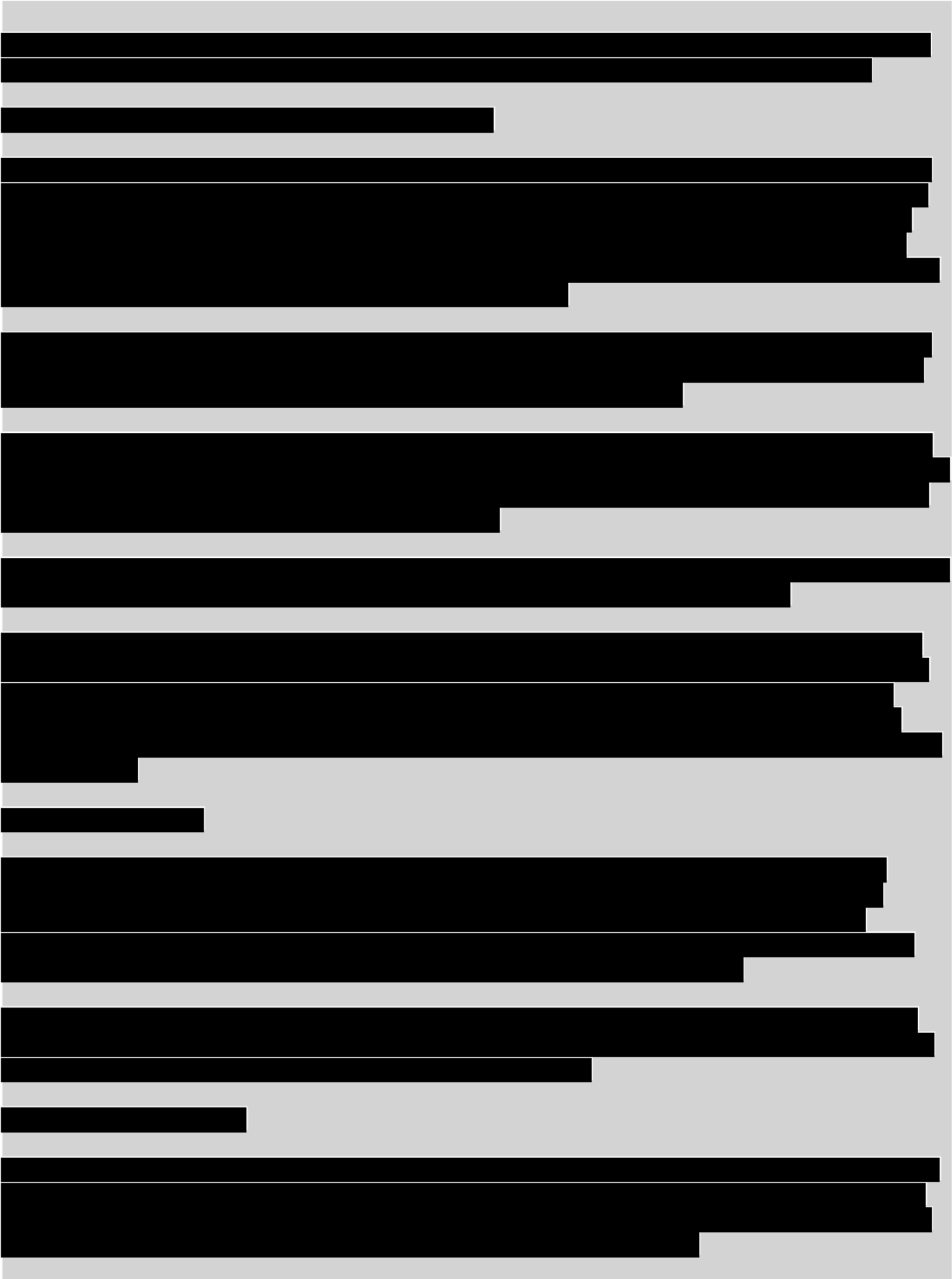
No response provided by applicant

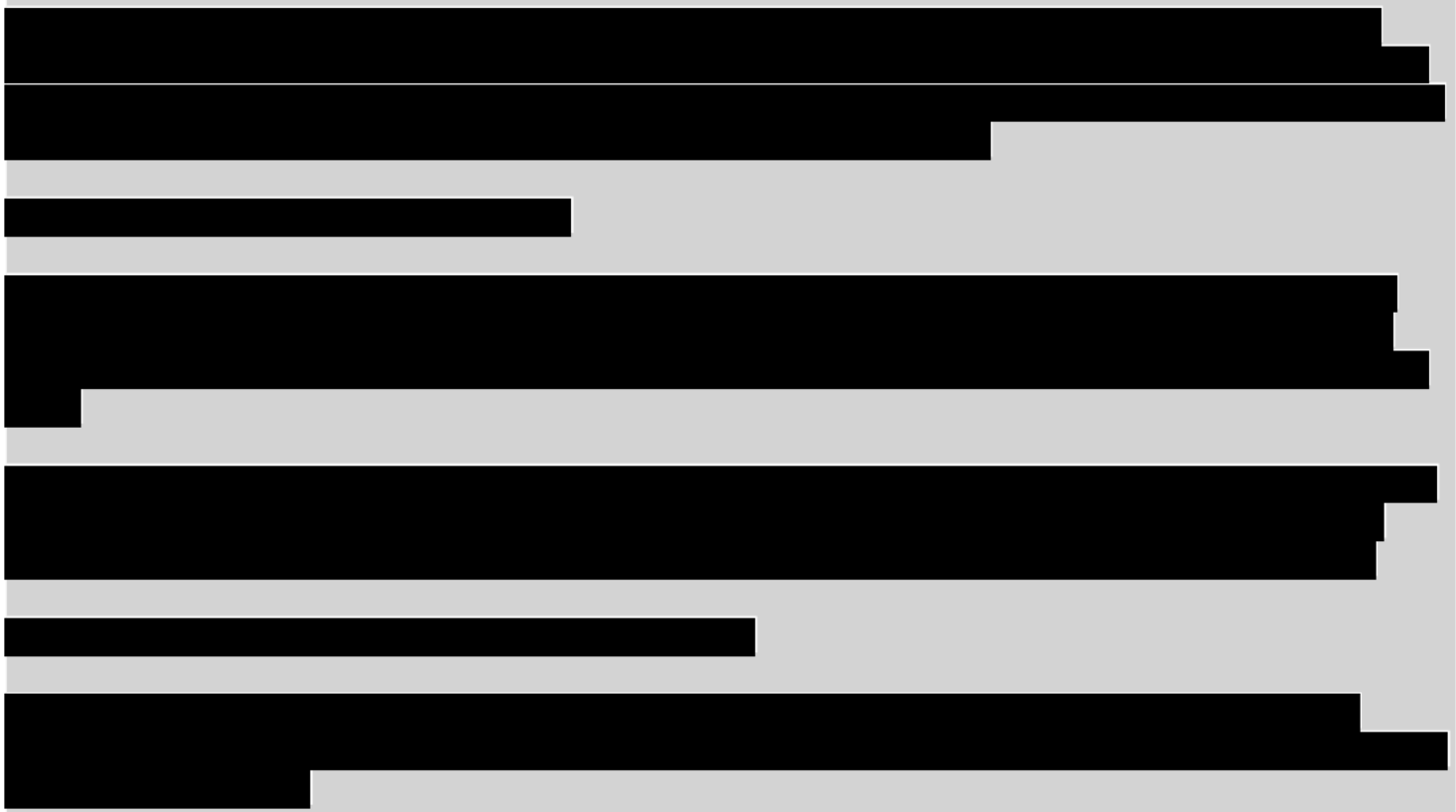
D-6.9 Please describe the Applicant's processes, procedures and controls regarding a patient or caregiver's ability to return unused medical marijuana for the purpose of dispossession and destroying. Include, at a minimum, a description of

1. How patients and caregivers will be charged for such returns
2. How returns will be tracked
3. How any returned medical marijuana will be secured at the facility
4. The maximum amount of time that returned medical marijuana will be stored at the facility

****TRADE SECRET****

[REDACTED]





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](#)

****TRADE SECRET / SECURITY AND INFRASTRUCTURE****

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Operations Plan(Sanitation and Safety)

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

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

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

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Operations Plan(Record-Keeping)

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

YES

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

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

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

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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](#)

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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](#)

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

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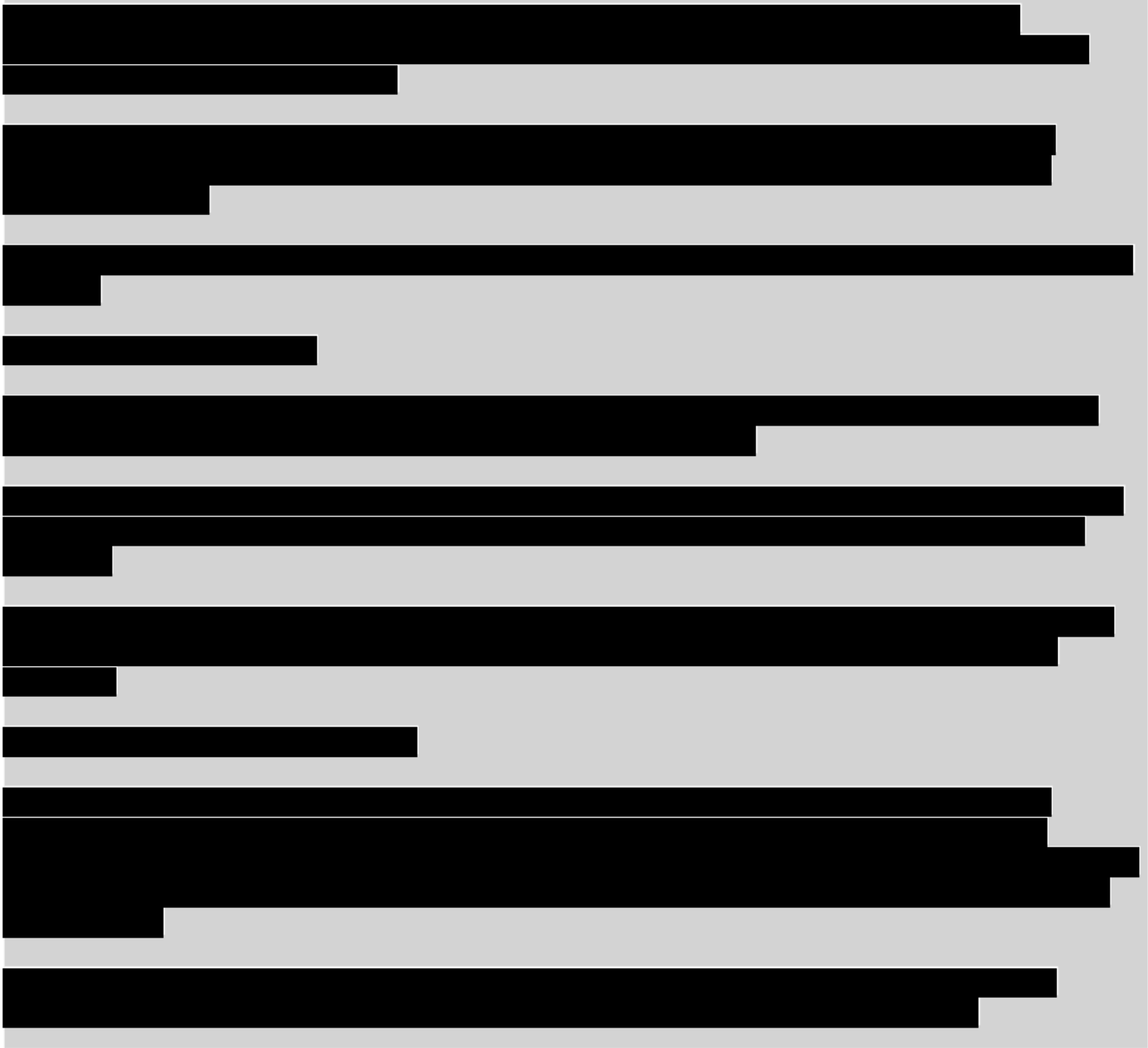
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D-10.3.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in D-10.3. The images or diagrams may contain a brief descriptive caption. Additional language responding to the question will not be considered.

No response provided by applicant

Operations Plan(Security & Infrastructure Records)

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

YES

Patient Care(Staff Education and Training)

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

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

No response provided by applicant

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

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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.

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No response provided by applicant

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

- [illegible]

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Patient Care(Patient Care Facilities)

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

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

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

****TRADE SECRET / SECURITY AND INFRASTRUCTURE****

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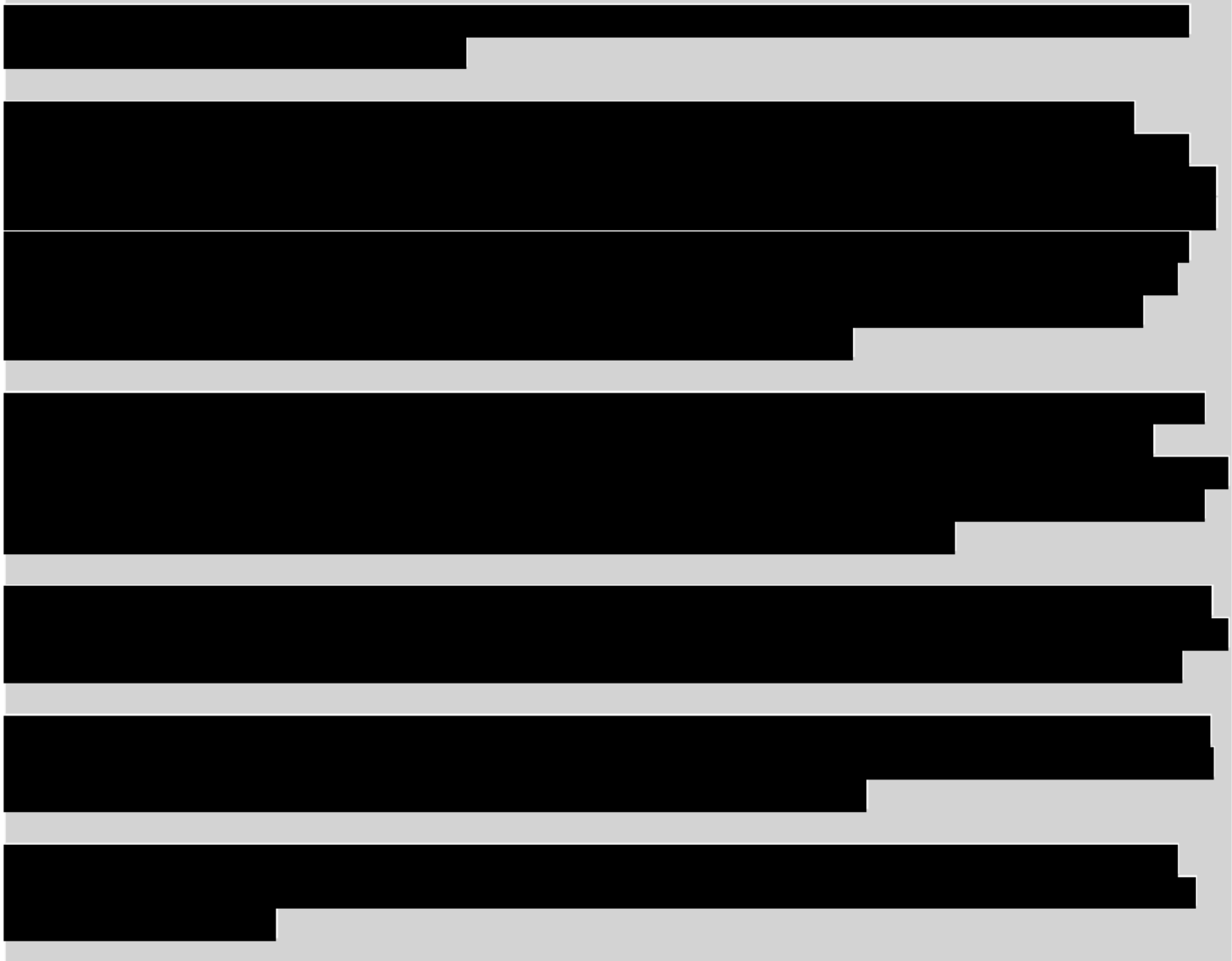
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E-3.1.1 Applicants may include images or diagrams, in PDF format, demonstrating the measures described in E-3.1. The images or diagrams may contain a brief descriptive caption. Additional language responding to the question will not be considered.

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

Patient Care(Dispensary Operating Hours)

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

YES

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

8 am to 8 pm, Monday through Saturday

Patient Care(Patient Information)

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

YES

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

YES

Attestations and Acknowledgements(Attestations and Acknowledgements)

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

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

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



Ohio Medical Marijuana Control Program Dispensary Application



Trade Secret Form

(Attachment to Application Section F-1.1)

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

Business Name of Applicant: WGB, 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 Steven Weisman	
Signature 	Date 11/14/2017



Ohio Medical Marijuana Control Program Dispensary Application



Question Number	Attachment Reference	Justification for Excluding as Trade Secret
C-2.1 (All Pages)	Site Plan	This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy. It also contains critical security infrastructure, the disclosure of which could result in personal injury or property theft.
C-3.1 (All Pages)	Chart and Pro Forma	This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.
C-3.2 (All Pages)		This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.
C-4.1 (All Pages)	Organizational Chart	This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.
C-5.5 (All Pages)	Funds and Pro Forma	This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, business information and plans, and financial information that derives independent economic value, is not generally known or available, and maintained in secrecy.
C-6.9 (All Pages)		This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.
D-2.2 (All Pages)	Security Layout	This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy. It also contains critical security infrastructure, the disclosure of which could result in personal injury or property theft.
D-3.3 (All Pages)	Security Layout	This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.
D-4.4 (All Pages)	Vault Specifications	This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy. It also contains critical security infrastructure, the disclosure of which could result in personal injury or property theft.
D-5.5 (All Pages)	Sample Label	This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.
D-6.8 (All Pages)		This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy. It also contains critical security infrastructure, the disclosure of which could result in personal injury or property theft.
D-6.9 (All Pages)		This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.
D-7.1 (All Pages)		This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy. It also contains critical security infrastructure, the disclosure of which could result in personal injury or property theft.
D-8.1 (All Pages)		This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.



Ohio Medical Marijuana Control Program Dispensary Application



Question Number	Attachment Reference	Justification for Excluding as Trade Secret
D-9.2 (All Pages)		This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy. It also contains critical security infrastructure, the disclosure of which could result in personal injury or property theft.
D-10.1 (All Pages)		This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.
D-10.2 (All Pages)		This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.
D-10.3 (All Pages)		This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.
E-1.1 (All Pages)		This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.
E-1.2 (All Pages)		This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.
E-2.1 (All Pages)		This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.
E-2.2 (All Pages)		This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy.
E-3.1 (All Pages)	Floor Plan	This section, in its entirety including any attachments, contains a technical information, designs, processes, procedures, compilations, methods, techniques, improvements, and business information and plans that derives independent economic value, is not generally known or available, and maintained in secrecy. It also contains critical security infrastructure, the disclosure of which could result in personal injury or property theft.

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