NOTE: REFER TO SHEET A/9.01 FOR A LARGER VERSION OF THIS RENDERING AS WELL AS ADDITIONAL VIEWS.

PREVIEW RENDERING 5

RENEWAL OF AN EXISTING BUILDING WITH A NON-COMFORMING USE TO BE A NEW MULTITENANT BUILDING. THE PREVIOUS BUILDING WAS A MARIJUANA PROVISIONING CENTER NAMED "BUTTER", THE OTHER SUITE WILL BE RENTED OUT FOR INDUSTRIAL ZONE APPROVED WAREHOUSE USE, BY A SEPARATE, NON-MARIJUANA RELATED BUSINESS TENANT (KIRCO MANAGEMENT).

THE RENOVATION INCLUDES ALL NEW MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS TO MORE EFFICIENT SYSTEMS, AN ALL NEW LAYOUT AND FINISHES ON THE INTERIOR, NEW OPENINGS FOR ALUMINUM & GLASS CURTAIN WALLS TO INCREASE NATURAL LIGHT WITHIN THE BUILDING, AND INSTALLATION OF A GREEN ROOF.

SITE IMPROVEMENTS INCLUDE A NEW PARKING LOT PAVED WITH PERVIOUS PAVERS, A NEW ENCLOSURE FOR TRASH AND RECYCLING CONTAINERS, NEW MASONRY SCREENWALLS, NEW NATIVE LANDSCAPING, RAIN HARVESTING BARRELS, AND NEW STREETSCAPE ELEMENTS SUCH AS BIKE RACKS, BENCHES, BOLLARDS, AND PLANTER BOXES.

ADDITIONALLY, THE BUILDING DIRECTLY TO THE EAST OF THE PROPERTY (2200 W 11 MILE RD) HAS BEEN PURCHASED BY OPERATION GROW LLC, AND THE EXISTING TENANT WILL REMAIN IN THE BUILDING (KIRCO MANAGEMENT). THE OFF-STREET PARKING FOR BOTH BUILDINGS WILL BE A SHARED LOT, AND MINOR EXTERIOR IMPROVEMENTS TO THE 2200 BUILDING ARE PROPOSED TO MAKE IT LOOK SIMILAR TO THE BUTTER PROVISIONING CENTER.

FIVE AND EIGHTHS
2321 WOLCOTT STREET
FERNDALE - MI - 48220

APPLICATION
"BUTTER PROVISIONING CENTER"
2222 WEST ELEVEN MILE ROAD - BERKLEY - MICHIGAN - 48072

REVIEWED SITE PLAN REVIEW DRAWINGS

G/0.01 TITLE SHEET
G/0.02 GENERAL NOTES
C/1.00 AREA PLAN - EXISTING
C/1.01 TOPOGRAPHIC SURVEY
C/1.02 SURVEY INFORMATION
C/1.03 DEMOLITION PLAN
C/1.04 GRADING & PAVING PLAN
C/1.05 UTILITY PLAN
C/1.06 SITE PLAN - STREETSCAPE ELEMENTS
L/0.00 LANDSCAPE PLAN
A/9.00 EXTERIOR LIGHTING - PHOTOMETRICS
A/9.01 EXTERIOR LIGHTING - CUT SHEETS
A/9.02 EXTERIOR LIGHTING - PHOTOGRAPHS
A/9.03 EXTERIOR LIGHTING - FARN SHEETS
A/9.04 EXTERIOR LIGHTING - FRONTSHEETS
A/9.05 EXTERIOR LIGHTING - CUT SHEETS

PROJECT TITLE 3
PROJECT DESCRIPTION 4
PROJECT LOCATION 7
PROJECT DIRECTORY 10
SHEET LIST 1
NOTE: (page 10) W 11 MILE RD, (page 11) W 11 MILE RD, AND ONE COOLIDGE YARD ARE SITES WITH WHICH A SHARED PARKING AGREEMENT HAS BEEN SECURED BY THE APPLICANT. (page 10) W 11 MILE RD BOWA PARK WILL BE THE CORPORATE OFFICES FOR BUTTER AND HAS ADDITIONAL PARKING FOR DISPENSARY EMPLOYEES. REFER TO THE WRITTEN PARKING PLAN (WITH PARKING AGREEMENT EXHIBITS AND SHEET C/1.03) FOR MORE INFO ON PARKING REQUIREMENTS.
<table>
<thead>
<tr>
<th>PROPERTY DESCRIPTION</th>
<th>DESCRIPTION</th>
<th>TYPE</th>
<th>SIZE OF PIPE</th>
<th>RIM DROP</th>
<th>INVERT</th>
<th>DIRECTION</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>GATE VALVE</td>
<td>50G</td>
<td>671.75</td>
<td>-3.52</td>
<td>668.23</td>
<td>EAST</td>
<td>MEASURED TO TOP OF VALVE, FULL OF WATER, NO PIPES VISIBLE</td>
</tr>
<tr>
<td>51</td>
<td>CATCH BASIN</td>
<td>12&quot;</td>
<td>671.33</td>
<td>-3.51</td>
<td>667.82</td>
<td>EAST</td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>CATCH BASIN</td>
<td>12&quot;</td>
<td>671.42</td>
<td>-4.22</td>
<td>667.20</td>
<td>EAST</td>
<td></td>
</tr>
<tr>
<td>142</td>
<td>ROUND CATCH BASIN</td>
<td>6&quot;</td>
<td>672.35</td>
<td>-3.00</td>
<td>669.35</td>
<td>EAST</td>
<td>MEASURED TO TOP OF DEBRIS, FULL OF DEBRIS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>672.35</td>
<td>-1.22</td>
<td>671.13</td>
<td>EAST</td>
<td>MEASURED TO TOP OF PIPE</td>
</tr>
<tr>
<td>143</td>
<td>ROUND CATCH BASIN</td>
<td>6&quot;</td>
<td>671.94</td>
<td>-3.81</td>
<td>668.13</td>
<td>NORTHEAST</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>671.94</td>
<td>-3.95</td>
<td>667.99</td>
<td>NORTHEAST</td>
<td>MEASURED TO BOTTOM OF STRUCTURE</td>
</tr>
<tr>
<td>212</td>
<td>ROUND CATCH BASIN</td>
<td>6&quot;</td>
<td>672.84</td>
<td>-2.55</td>
<td>670.29</td>
<td>NORTH</td>
<td></td>
</tr>
<tr>
<td>252</td>
<td>SANITARY MANHOLE</td>
<td>UNABLE TO OPEN LID, MANHOLE IS UNDER A FENCE LINE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**UTILITY STATEMENT**

- This survey is for planning purposes only and shall not be construed as a commitment by the County or City to the associated utility. The County or City does not guarantee the accuracy of the survey. The lines shown on the survey are intended to represent the existing condition of the utilities and are not intended to be an exact representation of the utility lines. The survey is not intended to be used for construction purposes.

- The survey is subject to change and may not be used as a reference for construction.

**WAS DOG DESIGN TICKET NUMBERS**

- 1234567890
- 0987654321
REFER TO EXHIBIT A IN THE WRITTEN PARKING PLAN FOR THE SHARED PARKING AGREEMENTS BETWEEN THE BUILDING(s) LISTED, PROVIDED THAT EQUIPMENT AND MACHINERY ARE STORED IN THE BUILDINGS AND NOT PARKED IN THE STREET. A MAXIMUM OF EIGHT PARKING SPACES MAY BE USED FOR STORAGE.

REFER TO EXHIBIT B IN THE WRITTEN PARKING PLAN FOR THE SHARED PARKING AGREEMENTS BETWEEN THE BUILDING(s) LISTED, PROVIDED THAT EQUIPMENT AND MACHINERY ARE STORED IN THE BUILDINGS AND NOT PARKED IN THE STREET. A MAXIMUM OF EIGHT PARKING SPACES MAY BE USED FOR STORAGE.

REFER TO EXHIBIT C IN THE WRITTEN PARKING PLAN FOR THE SHARED PARKING AGREEMENTS BETWEEN THE BUILDING(s) LISTED, PROVIDED THAT EQUIPMENT AND MACHINERY ARE STORED IN THE BUILDINGS AND NOT PARKED IN THE STREET. A MAXIMUM OF EIGHT PARKING SPACES MAY BE USED FOR STORAGE.

REFER TO EXHIBIT D IN THE WRITTEN PARKING PLAN FOR THE SHARED PARKING AGREEMENTS BETWEEN THE BUILDING(s) LISTED, PROVIDED THAT EQUIPMENT AND MACHINERY ARE STORED IN THE BUILDINGS AND NOT PARKED IN THE STREET. A MAXIMUM OF EIGHT PARKING SPACES MAY BE USED FOR STORAGE.
NARRATIVE OF GENERAL LANDSCAPE STRATEGY:

LANDSCAPED ELEMENTS ARE PROMINENT THROUGHOUT THE PROPERTY, COMPRISED ENTIRELY OF SPECIES NATIVE TO SOUTHEAST MICHIGAN. THE ALL-NATIVE LANDSCAPE WAS SELECTED TO PROMOTE LOCAL ECOLOGY AND PROVIDE A NEARLY MAINTENANCE-FREE ENVIRONMENT, WHILE PROMOTING SUSTAINABILITY. THE PRAIRIE DROPSEED GRASS THAT MAKES UP THE BULK OF THE PLANTINGS HAS A DEEP, BROAD ROOT SYSTEM THAT IS VERY DROUGHT TOLERANT. THE PLANT SELECTIONS ARE MINIMAL, YET DIVERSE, CREATING AN IDEAL HABITAT FOR INSECTS AND SMALL WILDLIFE TO THRIVE. ONCE THE GARDENS REACH MATURITY (APPROXIMATELY 2 YEARS), THE NEED TO MULCH THE BEDS WILL BE ELIMINATED. FURTHERMORE, THE NEED TO USE PESTICIDES, HERBICIDES, FUNGICIDES, AND FERTILIZERS CAN BE REMOVED FROM THE MAINTENANCE PACKAGE, WHICH WILL RESULT IN CLEANER STORMWATER RUNOFF. DUE TO THE LACK OF MAINTENANCE, AIR POLLUTION WILL ALSO BE REDUCED. THE SPECIES TO THE NORTH OF THE BUILDING WERE SELECTED TO BE SHADE TOLERANT.
NEW ALUMINUM/GLASS CURTAIN WALL

YELLOW GLAZED TILE (TL-1)

PAINT (E) BRICK WHITE (E)

NEW ALUMINUM/GLASS CURTAIN WALL

LED SCONCE (FIXTURE A) (TYP. OF 4 THIS FACADE)

SECURITY

115.1

3/16" = 1'

15' - 4" (EXISTING HEIGHT)

10' - 0" (EXISTING HEIGHT)

10' - 2"

5' - 9 5/8"

5' - 9"

4' - 5 1/2"

1' - 6 3/8"

13' - 10"

14' - 10 1/2"

20' - 4"

NEW PAINTED HOLLOW METAL DOOR & FRAME (PT-2)

NEW BOLLARD W/ LED LIGHT

ENTRY KEYPAD

WOOD SCREEN WALL AROUND ROOFTOP EQUIPMENT - SIMILAR TO OPTION 2 SCREEN WALL AT NORTH PROPERTY LINE. REFER TO ELEVATION ON SHEET A/2.02 AND DETAIL ON SHEET A/7.00

12' - 8"

3' - 8"

15' - 7 1/2"

18' - 11 5/8"

79' - 2"

56' - 2"

BOLLARD W/ LED TO PREVENT VEHICLES IN

MURAL TO BE PAINTED ON (E) BLOCK WALL - REFER TO WEST PERSPECTIVE ON SHEET A/9.02 FOR CONCEPTUAL RENDERING OF MURAL (FINAL MURAL DESIGN T.B.D.)

30' - 0"

4' - 1 3/8"

21' - 0"

7' - 0"

8' - 0"

15' - 4"

5' - 1 1/8"

7' - 2 3/8"

2321 WOLCOTT STREET

FERNDALE - MI - 48220

313 - 936 - 0835

INFO@FIVE-EIGHTHS.COM

A/2

EXTERIOR ELEVATION - WEST

EXTERIOR ELEVATION - EAST

EXTERIOR ELEVATION - NORTH

EXTERIOR ELEVATION - SOUTH

SAFETY CAMERA

NEW ENTRY DOOR TO TENANT SUITE B

NEW ALUMINUM CAP (DARK BRONZE)

SECURITY EQ

LED SCONCE (FIXTURE B)

1 BOLLARD (BL-1)

3/16" = 1'

WOOD SCREEN WALL - SIMILAR TO OPTION 2 SCREEN WALL AT NORTH PROPERTY LINE. REFER TO ELEVATION ON SHEET A/2.02 AND DETAIL ON SHEET A/7.00

NEW ENTRY KEYPAD FOR GREAT EXISTING BRICK

PAINT EXISTING BRICK

PAINT (E) MASONRY BLOCK WALL WHITE (PT-1)

PAINT (E) MASONRY WALL - MOUNTED PARKING SIGNS. REFER TO SIGN SCHEDULE ON SHEET C/1.02 (TYP.)

NEW SECURITY DOOR - SIMILAR TO EXISTING SECURITY DOOR ALONG SOUTH PROPERTY LINE. REFER TO SCHEDULE OF REQUIREMENTS ON SHEET C/1.02 (TYP.)

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/GLASS CURTAIN WALL

NEW ALUMINUM/G
CONCRETE FOOTING

W/ (3) #4 BARS 6" O.C.

CONTINUOUS

#5 VERTICAL BARS @ 16" O.C.

8" CMU

GROUT SOLID BELOW GRADE AND AT ALL CELLS CONTAINING VERTICAL REINFORCEMENT

#4 REBAR AT 16" O.C. SPACING (EVERY OTHER BLOCK COURSE)

PERMEABLE PAVERS

6" CLEAN CRUSHED STONE

6" CONCRETE PAD 4,000 PSI

6" X 6" GRID, W2.9 X W2.9 WELDED WIRE MESH

2' - 0"

2' - 0" MIN.

2' - 0"

1' - 0"

1' - 4"

3' - 0"

16" X 16" X 24" CONCRETE FOOTING, 3,000 PSI

REBAR THRU HOLE IN BOLLARD TUBE

LED LIGHT FIXTURE (SUPPLIED BY BOLLARD MANUFACTURER)

2' - 0"

2' - 9 5/8"

19' ALUMINUM LIGHT POLE BY LIGHTING MANUFACTURER

POLE TOP LUMINAIRE BY LIGHTING MANUFACTURER

CORE DRILL 1/4" DIAMETER HOLES AND FILLED WITH ANCHORING CEMENT

CAST-IN-PLACE CONCRETE ROUND PIER FOUNDATION, 3000 PSI

LIGHTNING GROUND ROD AND ALL ELECTRICAL COMPONENTS TO COMPLY WITH NEC

BIKE LOOP

PERMEABLE PAVERS

12" X 12" X 12" CAST-IN-PLACE CONCRETE FOUNDATION, 3,000 PSI

FILL INTERIOR OF BASKETS WITH CRUSHED CMU SALVAGED FROM DEMOLITION

3" GALVANIZED STEEL PIPE, 36" O.C.

12" X 42" CONCRETE FOOTING, 3,000 PSI

(2) - #4 HORIZ. BARS

ELECTRICAL CONDUIT STUB UP MINIMUM 12"

HIGH- STRENGTH NON-SHRINK GROUT

1" CHAMFER

ELECTRICAL CONDUIT STUB UP MINIMUM 12"

STUB UP MINIMUM 12" PERMEABLE PAVERS

PERMEABLE PAVERS (WHERE APPLICABLE PER SITE PLAN)
NOTES:
1. REFER TO KEY NOTE LEGENDS ON SHEET A/9.02 FOR DESIGNATIONS OF STREETSCAPE ADDITION TAGS (A., B., C., ETC.) AND PHYSICAL IMPROVEMENTS TAGS (1., 2., 3., ETC).
2. THESE RENDERINGS WERE COMPLETED FOR THE APPLICATION DOCUMENTS THAT WERE DATED 03/27/2020 AND DO NOT REFLECT CHANGES TO THE SITE PLAN THAT HAVE BEEN MADE SINCE THEN.

FIVE - EIGHTHS
2321 WOLCOTT STREET
FERNDALE - MI - 48220
313-936-0835
INFO@FIVE-EIGHTHS.COM

SHEET NUMBER 18 OF 24
PROJECT ISSUE DATE:
04/29/2022

EXTERIOR RENDERINGS
EXTERIOR PERSPECTIVE - SOUTH

EXTERIOR PERSPECTIVE - EAST
NOTES:

1. REFER TO KEY NOTE LEGENDS ON SHEET A/9.02 FOR DESIGNATIONS OF STREETSCAPE ADDITIONS
   A. NEW BIKE LOOPS (NOT ALL BIKE LOOPS ARE VISIBLE IN RENDERING; REFER TO SITE PLAN FOR LOCATIONS OF ALL PROPOSED LOOPS)
   B. NEW PUBLIC BIKE REPAIR STAND
   C. NEW BENCH
   D. NEW PLANTER BOX
   E. NEW WASTE/RECYCLE BINS (NOT VISIBLE IN RENDERINGS; REFER TO SITE PLAN ON SHEET C/1.20 FOR LOCATIONS)
   F. NEW BOLLARDS WITH LED LIGHTING

2. REFER TO THE FOLLOWING TAGS IN THE RENDERINGS TO SEE DEPICTIONS OF THE PROPOSED PHYSICAL IMPROVEMENTS TO THE PROPERTY AND CONTIGUOUS AREAS AS PART OF THE NEW DEVELOPMENT
   1. NEW NON-INVASIVE TREE
   2. PUBLIC ART
   3. GREEN SPACE
   4. PERMEABLE PAVERS (PARKING LOT AND SIDEWALKS)
   5. TURF PAVERS (PUBLIC ALLEYWAY)
   6. COURTYARD
   7. NEW DUMPSTER/RECYCLING BIN ENCLOSURE

3. MURAL DEPICTED FOR CONCEPTUAL PURPOSES ONLY. FINAL MURAL DESIGN TO BE DETERMINED AND APPROVED BY APPROPRIATE CHANNELS.

REFER TO THE FOLLOWING TAGS IN THE RENDERINGS TO SEE DEPICTIONS OF THE PROPOSED STREETSCAPE ADDITIONS

A. NEW BIKE LOOPS (NOT ALL BIKE LOOPS ARE VISIBLE IN RENDERING; REFER TO SITE PLAN FOR LOCATIONS OF ALL PROPOSED LOOPS)

B. NEW PUBLIC BIKE REPAIR STAND

C. NEW BENCH

D. NEW PLANTER BOX

E. NEW WASTE/RECYCLE BINS (NOT VISIBLE IN RENDERINGS; REFER TO SITE PLAN ON SHEET C/1.20 FOR LOCATIONS)

F. NEW BOLLARDS WITH LED LIGHTING
Plan View
Scale - 1" = 10ft

Statistics

<table>
<thead>
<tr>
<th>Description</th>
<th>Symbol</th>
<th>Avg</th>
<th>Max</th>
<th>Min</th>
<th>Max/Min</th>
<th>Avg/Min</th>
<th>Avg/Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARKING AND DRIVES</td>
<td></td>
<td>3.1 ft</td>
<td>9.6 ft</td>
<td>0.5 ft</td>
<td>19.2:1</td>
<td>6:2:1</td>
<td>0.3:1</td>
</tr>
<tr>
<td>PROPERTY LINE</td>
<td></td>
<td>0.1 ft</td>
<td>1.6 ft</td>
<td>0.0 ft</td>
<td>N/A</td>
<td>N/A</td>
<td>0.1:1</td>
</tr>
</tbody>
</table>

Schedule

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Label</th>
<th>Number</th>
<th>Manufacturer</th>
<th>Description</th>
<th>Lumens</th>
<th>Lamp</th>
<th>Per</th>
<th>Lamps</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>2</td>
<td>Visual Comfort</td>
<td>LED 4 2462 0.9 21 10'</td>
<td>36.1</td>
<td>BOTTOM OF SCONCE</td>
<td>18BUNV</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>2</td>
<td>3</td>
<td>BEGA 84 407 K</td>
<td>3 LED 6671 0.9 61 16'</td>
<td>1.0</td>
<td>3</td>
<td>84</td>
<td>407 K</td>
</tr>
<tr>
<td>C</td>
<td>3</td>
<td>4</td>
<td>BEGA 24 034 K</td>
<td>3 ONE SIDED LIGHT</td>
<td>0.8</td>
<td>2</td>
<td>24</td>
<td>034 K</td>
</tr>
<tr>
<td>D</td>
<td>4</td>
<td>5</td>
<td>BEGA 35 034 K</td>
<td>3 ONE SIDED LIGHT</td>
<td>0.7</td>
<td>2</td>
<td>24</td>
<td>034 K</td>
</tr>
<tr>
<td>E</td>
<td>5</td>
<td>6</td>
<td>LED 1106 0.9 15 9'</td>
<td>LED 1725 0.9 21 10'</td>
<td>2.6</td>
<td>2</td>
<td>1106</td>
<td>0.9</td>
</tr>
</tbody>
</table>

General Note:
1. SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT. SEE GENERAL NOTES FOR LUMINAIRE MOUNTING HEIGHT AT 2" - 4" ABOVE GROUND.
2. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
3. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
4. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
5. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
6. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
7. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
8. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
9. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
10. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
11. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
12. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
13. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
14. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
15. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
16. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
17. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
18. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
19. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
20. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
21. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
22. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
23. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
24. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
25. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
26. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
27. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
28. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
29. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
30. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
31. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
32. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
33. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
34. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
35. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
36. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
37. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
38. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
39. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
40. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
41. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
42. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
43. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
44. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
45. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
46. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
47. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
48. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
49. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
50. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
51. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
52. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
53. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
54. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
55. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
56. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC SCHEDULE FOR ADDITIONAL NOTES.
**ROTON 18 OUTDOOR FIXTURE**

**TEK LIGHTING**

The ROTON 18 outdoor fixture is designed to enhance the aesthetic and functional aspects of its installation. It features a sleek and modern design, making it suitable for various outdoor applications. The fixture is constructed to withstand various weather conditions and provides ample illumination for outdoor areas.

**Specifications**

- Material: Die-cast aluminum
- Finish: Black or Brushed Nickel
- Style: Wall Sconce
- Lamp Type: LED
- Lumens: 1725
- Edison Equivalent: 100W
- Color Temperature: 3000K (Warm White)
- CRI: 90
- Wattage: 21W
- Voltage: 120V

**Schedule**

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Description</th>
<th>Manufacturer</th>
<th>Catalog Number</th>
<th>Lumens</th>
<th>Light Loss Factor</th>
<th>Wattage</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>A</td>
<td>BEGA 24 035 K</td>
<td>3 24 035 K3 ONE SIDED LIGHT OUTPUT EXTERIOR WALL SCONCE LED</td>
<td>1725</td>
<td>0.9</td>
<td>21</td>
</tr>
<tr>
<td>B</td>
<td>B</td>
<td>BEGA 24 034 K</td>
<td>3 24 034 K3 ONE SIDED LIGHT OUTPUT EXTERIOR WALL SCONCE LED</td>
<td>1106</td>
<td>0.9</td>
<td>15</td>
</tr>
<tr>
<td>D</td>
<td>D</td>
<td>BEGA 84 407 K</td>
<td>3 84 407 K3 LED</td>
<td>6671</td>
<td>0.9</td>
<td>61</td>
</tr>
<tr>
<td>E</td>
<td>E</td>
<td>Visual Comfort Group / TECH</td>
<td>700OPROT9xx 18BUNV Outdoor Pendant LED</td>
<td>2462</td>
<td>0.9</td>
<td>36.1</td>
</tr>
</tbody>
</table>

**Installing the fixture**

1. Ensure the area is dry and stable. Make sure the fixture is in a suitable location for the intended use.
2. Position the fixture at a minimum height of 13' (with a 12' stem). This will ensure adequate illumination and safety.
3. Use appropriate tools and techniques for installation, ensuring all connections are secure and tight.
4. Test the fixture to verify proper operation before final installation.

**Maintenance**

- Regularly check the fixture for any signs of wear or damage. Replace parts as necessary.
- Keep the fixture clean to maintain its aesthetic appeal and functionality.

**Warranty**

The fixture comes with a standard warranty covering defects in materials and workmanship. Contact the manufacturer for details on the warranty period and coverage.

---

**Designer**: JD/KB

**Date**: 4/29/2022

**Scale**: Not to Scale

**Drawing No.**: E/1.12

---

**Additional Information**

- Outdoor lighting fixtures require proper installation to ensure safety and efficiency.
- Choose the right fixture for the location to maximize performance and aesthetics.
- Follow local building codes and regulations for outdoor lighting installations.
SOILS INVESTIGATION
UNDERGROUND DETENTION SYSTEM
2222 11 MILE ROAD
BERKLEY, MICHIGAN

OPERATION GROW, LLC
P.O. BOX 725202
BERKLEY, MICHIGAN 48072

NOVEMBER 30, 2020
BY
McDOWELL & ASSOCIATES
November 30, 2020

Operation Grow, LLC
P.O. Box 725202
Berkley, Michigan 48072

Job No. 20-309

Attention: Mr. Daniel Amori

Subject: Soils Investigation
         Underground Detention System
         2222 11 Mile Road
         Berkley, Michigan

Gentlemen:

In accordance with your request, we have performed a Soils Investigation at the subject project.

Two (2) Soil Test Borings, designated as 1 and 2, were performed at the locations you required. The approximate locations of the borings are shown on the Soil Boring Location Plan which accompanies this report. The borings were advanced to a depth of ten feet six inches (10’6”) below the existing pavement surface at the boring locations.

Soil descriptions, groundwater observations, and the results of field and laboratory tests are to be found on the accompanying Logs of Soil Borings.

The borings encountered two and three-quarters-inch (2¾”) and four-inch (4”) thick asphalt pavement, two feet eleven inches (2’11”) and three feet seven and one-quarter inches (3’7¼”) of fill soils consisting of buried topsoil, dark brown and black gravelly sand to sand and gravel, and firm to stiff brown and dark brown silty clay, nine inches (9”) and one foot three inches (1’3”) of medium compact to compact brown fine sand, followed by firm to extremely stiff brown to variegated silty clay which were found throughout the remainder of the borings. Buried topsoil was found in Boring 2 between the depths of two feet ten inches (2’10”) and three feet three inches (3’3”).

Soil descriptions and depths shown on the boring logs are approximate indications of change from one soil type to another and are not intended to represent an area of exact geological change or stratification. Also, the site shows signs of modification which could indicate fill and soil conditions different from those encountered at the boring locations.

Water was encountered in Boring 2 at a depth of four feet (4’) below the existing pavement surface. Boring 2 was found dry upon completion of the drilling operation. No water was
encountered in Boring 1. It should be noted that short-term groundwater observations may not provide a reliable indication of the depth of the water table. In clay soils this is due to the slow rate of infiltration of water into the borehole as well as the potential for water to become trapped in overlying layers of granular soils during periods of heavy rainfall. It should be expected that groundwater level fluctuations may occur on a seasonal basis and that seams of water-bearing sands or silts could be found within the various clay strata at the site.

Standard Penetration Tests were made during sampling using an automatic hammer. These tests indicate that the fill soils have fair densities while the underlying native soils have fair to very good strengths and densities. Tests taken at a depth of two feet six inches (2'6") gave results of 5 and 7 blows per foot. The five-foot (5') test values were 5 and 7 blows per foot. At depths of seven feet six inches (7'6") and ten feet (10'), test values ranged from 17 to 33 blows per foot.

Falling Head Permeability Tests were performed on Samples 1B and 2B. Coefficient of permeability (k) values of 1.9x10^-4 and 2.8x10^-4 centimeters per second (cm/sec) were obtained. The lower value was obtained on the native clay soils in Boring 1 and the higher value was obtained on the native sand soils in Boring 2.

It is understood that an underground storm water retention system is planned to be installed in the vicinity of the borings. The system will consist of tanks and pipes which may slowly release storm water into the site granular soils. No specific details of the system have been provided to us. It is assumed that the tanks and pipes will transmit relatively light loads to the supporting soils.

Based on the project information provided and the results of field and laboratory tests, it is believed that the tanks and pipes could be supported on properly installed and compacted bedding material and/or engineered fill which will need to extend through any existing fill soil and rest on native non-organic granular or cohesive soils at the site. The tanks and pipes will need to be designed to resist uplift buoyancy forces when these structures are empty if they are installed below the site groundwater level.

If the tanks are supported on conventional spread, strip or mat-type footings, then these footings should be constructed at or below a minimum frost penetration depth of three feet six inches (3'6") below finished grade. All footings should extend through non-engineered fill soils, soils containing a significant amount of organic substances, or excessively weak soils. All strip footings should be continuously reinforced in order to minimize the noticeable effects of differential settlement.

Footings constructed at the boring locations could be proportioned for the design soil pressures listed in the table below provided this results in the footings bearing on natural non-organic soils.

<table>
<thead>
<tr>
<th>Boring</th>
<th>Depth</th>
<th>Soil Pressure (psf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4'0&quot; to 6'0&quot;</td>
<td>2,000</td>
</tr>
<tr>
<td>2</td>
<td>3'6&quot; to 6'0&quot;</td>
<td>2,500</td>
</tr>
</tbody>
</table>
Water was encountered in Boring 2 at a depth of four feet (4’). Depending upon the depth of the footings relative to the existing ground surface and the actual conditions at the time of construction, it may be necessary to depress the water table in this location to allow for footings to be constructed. Water seepage in sands above clay in the vicinity of this boring should be manageable with construction pumping and sumps. If large volumes of water or saturated granular soils are encountered, then special dewatering techniques may be required. Extreme care must be exercised during any dewatering operation if any nearby structures or utilities are sensitive to settlement. Care must be taken to minimize the removal of soil fines during any pumping operation.

The borings encountered a relatively thin sand layer below depths of three feet three inches (3’3”) and three feet ten inches (3’10”). It appears the sands have an infiltration rate of about 2.8x10^-4 cm/sec or 0.4” per hour. We would suspect this granular material would have a very limited assimilation capacity for any storm water release from the retention system. The underlying clay soils should be considered practically impervious to any water assimilation.

Experience indicates that the actual subsoil conditions at the site could vary from those found at the two (2) test borings made at specific locations. It is, therefore, essential that McDowell & Associates be notified of any variation of soil conditions to determine their effects on the recommendations presented in this report. The evaluations and recommendations presented in this report have been formulated on the basis of reported or assumed data relating to the proposed project. Any significant change in this data in the final design plans should be brought to our attention for review and evaluation with respect to the prevailing subsoil conditions.

It is recommended that the services of McDowell & Associates be engaged to observe the soils in the footing excavations prior to concreting in order to test the soils for the required bearing capacities. Testing should also be performed to check that suitable materials are being used for controlled fills and that they are properly placed and compacted.

If you have any questions or if we can be of any further service, please feel free to call.

Very truly yours,

McDOWELL & ASSOCIATES

[Signature]

Daniel A. Kaniarz, M.S., P.E.

DAK/nm
<table>
<thead>
<tr>
<th>Sample &amp; Type</th>
<th>Depth</th>
<th>Legend</th>
<th>SOIL DESCRIPTION</th>
<th>Penetration Bows for 5'</th>
<th>Moisture %</th>
<th>Natural Wt. P.C.F.</th>
<th>Dry Weather Wt. P.C.F.</th>
<th>Unconfined Compressibility</th>
<th>Sy. %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0-2&quot;</td>
<td></td>
<td>ASPHALT</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2'</td>
<td></td>
<td>Firm moist discolor brown silty CLAY with sand and pebbles</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3'10&quot;</td>
<td></td>
<td>Firm moist brown silty CLAY with traces of sand and pebbles and top soil, fill</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6'8&quot;</td>
<td></td>
<td>Medium compact moist brown fine SAND</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Firm moist variegated silty CLAY with traces of sand and pebbles</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8'8&quot;</td>
<td></td>
<td>Very stiff moist variegated silty CLAY with sand and pebbles</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10'6&quot;</td>
<td></td>
<td>Extremely stiff moist brown silty CLAY with sand and pebbles</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1) Used automatic hammer.
2) Patched boring upon completion with cold patch asphalt.

TYPE OF SAMPLE
- D: DISTURBED
- U.L: UNDISTURBED LINER
- S.T: SHELL TUBE
- S.S: SPLIT SPOON
- R.C: ROCK CORE
- ( ): PENETROMETER

GROUND WATER OBSERVATIONS
<table>
<thead>
<tr>
<th>G.W. ENCOUNTERED AT</th>
<th>FT.</th>
<th>INS</th>
</tr>
</thead>
<tbody>
<tr>
<td>G.W. AFTER COMPLETION</td>
<td>FT.</td>
<td>INS</td>
</tr>
<tr>
<td>G.W. VOLUMES</td>
<td>FT.</td>
<td>INS</td>
</tr>
</tbody>
</table>

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30°. Count Made at 6" Intervals.
<table>
<thead>
<tr>
<th>Sample</th>
<th>Type</th>
<th>Depth</th>
<th>Legend</th>
<th>Soil Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>UL</td>
<td>2</td>
<td>2'-10&quot;</td>
<td>1') Moist dark brown gravelly SAND, fill</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3</td>
<td>3'</td>
<td>2') Stiff moist discolored brown silty CLAY with sand and pebbles, trace of brick and moist fine sand lenses, fill</td>
</tr>
<tr>
<td>B</td>
<td>UL</td>
<td>4</td>
<td>4'-6&quot;</td>
<td>3') Compact moist dark brown to black TOPSOIL, fill</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5</td>
<td>6'</td>
<td>4') Compact moist to wet brown fine SAND with trace of gravel</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6</td>
<td></td>
<td>5') Stiff moist variegated silty CLAY with sand and pebbles</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7</td>
<td></td>
<td>6') Extremely stiff moist brown silty CLAY with traces of sand and pebbles</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8</td>
<td></td>
<td>7') Extremely stiff moist brown silty CLAY with sand and pebbles</td>
</tr>
</tbody>
</table>

Notes:
1) Used automatic hammer.
2) Patched boring upon completion with cold patch asphalt.

**REMARKS:**
- Calibrated Penetrometer

**GROUND WATER OBSERVATIONS**
- G.W. ENCOUNTERED AT 4 FT 0 INS.
- G.W. AFTER COMPLETION 0 FT 0 INS.
- G.W. VOLUMES 0 HRS.
TRAFFIC IMPACT ASSESSMENT

OF PROPOSED BUILDING RE-USE AND SITE IMPROVEMENT AT
2222 W 11 MILE ROAD, BERKLEY, MI

d.b.a.
BUTTER PROVISIONING CENTER

Prepared for
Operation Grow, LLC
Berkley, Michigan
By
Giffels Webster
Birmingham, Michigan

Project 19823.10
May 2022
CONTENTS

EXECUTIVE SUMMARY ............................................................................................................................................. ii

INTRODUCTION ............................................................................................................................................................ 1

TRIP GENERATION .......................................................................................................................................................... 1

EXISTING TRAFFIC VOLUMES ..................................................................................................................................... 7

PROJECT PHASING ......................................................................................................................................................... 7

TRIP DISTRIBUTION AND ASSIGNMENT .................................................................................................................... 7

ACCESS ......................................................................................................................................................................... 12

KEY FINDINGS AND CONCLUSIONS ............................................................................................................................... 12

APPENDICES
A: Resume of Preparer
B: Traffic Counts
C: ITE Trip Generation Data

TABLES
1. Trip Generation Forecast for 2222 W 11 Mile Road ................................................................................................. 6
2. Distribution of Current Peak-Hour Traffic .................................................................................................................. 9

FIGURES
1. Vicinity Aerial ................................................................................................................................................................. 2
2. Site Aerial ......................................................................................................................................................................... 3
3a. Parking Plan ................................................................................................................................................................. 4
3b. Signing Plan ................................................................................................................................................................. 5
4. Current Peak-Hour Traffic Volumes at 11 Mile Road and Berkley Avenue ................................................................. 8
5. Trip Distribution ............................................................................................................................................................ 10
6. Peak-Hour Site Trips ..................................................................................................................................................... 11
TRAFFIC IMPACT ASSESSMENT 
OF PROPOSED BUILDING RE-USE AND SITE IMPROVEMENT AT 
2222 W 11 MILE ROAD, BERKLEY, MI 
(d.b.a. Butter Provisioning Center)

EXECUTIVE SUMMARY

Operation Grow, LLC proposes to re-use and improve the existing one-story building and its site at 2222 W 11 Mile Road in the City of Berkley. The site is on the north side of 11 Mile 1½ blocks east of Coolidge Highway, 1 mile north of the I-696 freeway, and 1.1 mile west of Woodward. 11 Mile is a 30-mph, four-lane undivided arterial under City of Berkley jurisdiction. The nearest traffic signals along 11 Mile relative to the site are at Coolidge and at Woodward.

The improved building will include a 3,438 s.f. marijuana dispensary (Butter Provisioning Center) and 797 s.f. of storage space to be sublet to Kirco Management for a low-activity use unrelated to the dispensary. Nineteen parking spaces will be available east of the subject building and 20 spaces will be available west of the building, some spaces owned by Operation Grow, LLC and some reserved via shared parking agreements. Signs will be posted to encourage customers walking in from their vehicles to park east of the store and those arriving for rapid-checkout service to park west of the store. Employees will park in reserved off-site locations and be shuttled to the store. Five driveways will be available for parking access and all will be signed for appropriate one-way operation. The architectural site plan is presented below.

The dispensary and sublet, unrelated storage area are expected to open for business within a year of site plan approval.

The City has requested that a traffic impact assessment be prepared in accordance with guidelines established by the Michigan Department of Transportation (MDOT), and Operation Grow, LLC has contracted with Giffels Webster to conduct that assessment.

This assessment developed the following key findings and conclusions:

- The proposed marijuana dispensary and unrelated warehousing space can be expected to generate 754 one-way vehicle trips in the course of a typical weekday, 39 in the AM peak hour (21 entering and 18 exiting) and 68 in the PM peak hour (33 entering and 35 exiting). On a typical Saturday when traffic on 11 Mile is less than during the commuting hours of a weekday, the site can be expected to generate 893 one-way vehicle trips, 102 of them in the peak hour of the generator (50 entering and 52 exiting).

- The site-generated peak-hour trips can be expected to arrive and depart to the east and west in the same proportion, 45% each way. The remaining 10% of trips are assumed to arrive and depart in equal measure on Berkley Avenue north and south of 11 Mile.

- Multiple parking areas will be available for the building’s employees and visitors, either through direct ownership or via formal parking agreements on neighboring properties.
These parking areas will be served by five existing driveways, all to be converted to one-way use.

- Two existing parking lots to the east will be consolidated into a single lot with angled parking, one-way circulation, and one-way access drives. A sign will be posted to advise customers desiring to park and walk into the store to use the east lot. Parking lot attendants will be provided at all times to direct such customers to the west lot should the east lot be full.

- Given all of the above improvements to the site, its operation should be safe and efficient, and its traffic impacts to adjacent streets minimal. This project will significantly improve an existing industrial-use site.

(continued)
Please refer to full-size version of sheet C/1.03 for larger, more legible version of parking plan.
INTRODUCTION

Operation Grow, LLC proposes to re-use and improve the existing one-story building and its site at 2222 W 11 Mile Road in the City of Berkley. The site is on the north side of 11 Mile 1½ blocks east of Coolidge Highway, 1 mile north of the I-696 freeway, and 1.1 mile west of Woodward (Figure 1). 11 Mile is a 30-mph, four-lane undivided arterial under City of Berkley jurisdiction. The nearest traffic signals along 11 Mile relative to the site are at Coolidge and at Woodward.

The improved building will include a 3,438 s.f. marijuana dispensary (Butter Provisioning Center) and 797 s.f. of storage space to be sublet to Kirco Management for a low-activity use unrelated to the dispensary. Nineteen parking spaces will be available east of the subject building and 20 spaces will be available west of the building, some spaces owned by Operation Grow, LLC and some reserved via shared parking agreements. Signs will be posted to encourage customers walking in from their vehicles to park east of the store and those arriving for rapid-checkout service to park west of the store. Employees will park in reserved off-site locations and be shuttled to the store. Five driveways will be available for parking access and signed for appropriate one-way operation (Figures 2-3).

The dispensary and sublet, unrelated storage area are expected to open for business within a year of site plan approval.

The City has requested that a traffic impact assessment be prepared in accordance with guidelines established by the Michigan Department of Transportation (MDOT), and Operation Grow, LLC has contracted with Giffels Webster to conduct that assessment. This report summarizes the completed assessment (see Appendix A for resume of study preparer).

TRIP GENERATION

Table 1 (following Figure 3 below) summarizes the study’s trip generation forecasts. Trips to and from the dispensary were forecasted by applying nationally sampled average trip rates, per methodology recommended by the Institute of Transportation Engineers (ITE). In attempting to also use ITE data to forecast trips for the warehousing portion of the building, however, it was quickly found that that approach would not produce consistent or reliable results for such a small floor area (Appendix B). An alternative approach was followed instead, as explained in table footnote 2.
Figure 1. Vicinity Aerial
Figure 2. Site Aerial

Note: Site improvements will shift driveways #1 and #2 to the west by short distances. D#2 will be 102’ east of D#3, and D#1 will be 54’ east of D#2. All driveways will be posted for one-way operation.
Figure 3a. Parking Plan

Please refer to full-size version of sheet C/1.03 for larger, more legible version of parking plan.
<table>
<thead>
<tr>
<th>TAG</th>
<th>IMAGE</th>
<th>SIZE / MOUNTING / MATERIAL</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARKING SIGN</td>
<td></td>
<td>18&quot; X 24&quot; POST-MOUNTED 08&quot; ENGINEERING GRADE REFLECTIVE ALUMINUM</td>
<td>2</td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARKING SIGN</td>
<td></td>
<td>18&quot; X 24&quot; POST-MOUNTED 08&quot; ENGINEERING GRADE REFLECTIVE ALUMINUM</td>
<td>3</td>
</tr>
<tr>
<td>R1.3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARKING SIGN</td>
<td></td>
<td>18&quot; X 24&quot; POST-MOUNTED 08&quot; ENGINEERING GRADE REFLECTIVE ALUMINUM</td>
<td>5</td>
</tr>
<tr>
<td>R1.4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARKING SIGN</td>
<td></td>
<td>18&quot; X 24&quot; POST-MOUNTED 08&quot; ENGINEERING GRADE REFLECTIVE ALUMINUM</td>
<td>5</td>
</tr>
<tr>
<td>R1.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARKING SIGN</td>
<td></td>
<td>18&quot; X 24&quot; WALL-MOUNTED (SPACES 21-30) POST-MOUNTED (SPACES 20-21) 08&quot; ENGINEERING GRADE REFLECTIVE ALUMINUM</td>
<td>20</td>
</tr>
<tr>
<td>R1.6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARKING SIGN</td>
<td></td>
<td>18&quot; X 24&quot; WALL-MOUNTED (SPACES 21-30) POST-MOUNTED (SPACE 20) 08&quot; ENGINEERING GRADE REFLECTIVE ALUMINUM</td>
<td>18</td>
</tr>
<tr>
<td>R1.7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARKING SIGN</td>
<td></td>
<td>18&quot; X 24&quot; POST-MOUNTED 08&quot; ENGINEERING GRADE REFLECTIVE ALUMINUM</td>
<td>9</td>
</tr>
<tr>
<td>R1.8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARKING SIGN</td>
<td></td>
<td>18&quot; X 24&quot; POST-MOUNTED 08&quot; ENGINEERING GRADE REFLECTIVE ALUMINUM</td>
<td>2</td>
</tr>
<tr>
<td>R1.9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARKING SIGN</td>
<td></td>
<td>18&quot; X 24&quot; POST-MOUNTED 08&quot; ENGINEERING GRADE REFLECTIVE ALUMINUM</td>
<td>2</td>
</tr>
<tr>
<td>R1.10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARKING SIGN</td>
<td></td>
<td>24&quot; X 24&quot; POST-MOUNTED 08&quot; ENGINEERING GRADE REFLECTIVE ALUMINUM</td>
<td>6</td>
</tr>
<tr>
<td>R1.11</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Figure 3b. Signing Plan
Table 1. Trip Generation Forecast for 2222 W 11 Mile Road\(^1\)

<table>
<thead>
<tr>
<th>Land Use</th>
<th>ITE Use Code</th>
<th>Size (square feet)</th>
<th>Weekday Trips</th>
<th>Weekday AM Peak-Hour Trips</th>
<th>Weekday PM Peak-Hour Trips</th>
<th>Saturday Trips</th>
<th>Saturday Peak-Hour-Of-Generator Trips</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana Dispensary</td>
<td>882</td>
<td>3,438</td>
<td>726</td>
<td>19</td>
<td>17</td>
<td>36</td>
<td>32</td>
</tr>
<tr>
<td>Warehousing</td>
<td>150(^2)</td>
<td>797</td>
<td>28</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Combination of 2 Uses</td>
<td>4,235</td>
<td>754</td>
<td>21</td>
<td>18</td>
<td>39</td>
<td>33</td>
<td>35</td>
</tr>
</tbody>
</table>

\(^1\) A trip is a one-directional vehicular movement into or out of the site (e.g., 754 weekday trips here represent 377 round trips). Forecast for Marijuana Dispensary is based on trip data and application methodology recommended by Institute of Transportation Engineers in its Trip Generation Manual – 11th Edition (2021) and Trip Generation Handbook – 3rd Edition (2017).

\(^2\) ITE data do not apply for this small of a use. The forecast shown in this table assumes one on-site employee and a maximum of one visitor at a time (two being the maximum occupant load for the space). Daily trips for the use are assumed to be proportionally larger than the PM peak-hour trips by the same ratio as the ITE average rates suggest for use 150 (9.2:1).
EXISTING TRAFFIC VOLUMES

Current peak-period volumes “adjacent to the site” were counted at the intersection of 11 Mile and Berkley Avenue between the hours of 7-9 a.m. and 4-6 p.m. on Wednesday, March 16, 2022. The results are detailed in Appendix B and summarized for the peak hours within those periods in Figure 4 (i.e., 7:45-8:45 a.m. and 4:30-5:30 p.m., respectively).

A search was made for available historic count data in the study area. According to the Southeast Michigan Council of Governments (SEMCOG) data base, the annual average daily traffic (AADT) volumes on 11 Mile in 2016 were 5,850 vehicles westbound east of Greenfield and 6,010 vehicles eastbound west of Woodward. It therefore appears that 11 Mile near the site was then serving roughly 12,000 vehicles per day. On Coolidge 100 ft north of 11 Mile, the 2016 AADT volumes were 11,927 northbound and 11,760 southbound.

PROJECT PHASING

As indicated above, the proposed marijuana dispensary and storage area to be sublet to Kirco Management are expected to open within a year.

TRIP DISTRIBUTION AND ASSIGNMENT

The existing traffic pattern at 11 Mile and Berkley Avenue is described in Table 2. The percentages of peak-hour traffic to and from each of the four directions are quite similar, so they were averaged in the rightmost column of the table. This study then assumed that:

- The weekday AM and PM peak-hour traffic patterns are sufficiently similar that a single overall distribution of site traffic is reasonably representative of all three peak hours.

- The percentages shown for Berkley Avenue are more variable, but they likely reflect local traffic generators unrepresentative of the proposed marijuana dispensary; hence, it would be reasonable and appropriate to round these percentages down to a single nominal value.

Based on the preceding, this study assumes that 45% of the new (site-generated) trips will travel to and from each direction on 11 Mile, and 5% of the new trips will travel to and from each direction on Berkley Avenue.

The above percentages are split between the five available access drives based on the developer’s estimate that 65% of customers will park and walk in from the east parking lot, 35% of customers will utilize the west lot for rapid checkout, and the one-way flows illustrated on the architect’s site plan. Figure 5 shows the forecasted trip distribution on a percentage basis.

Site trips are assigned to the five access drives and the 11 Mile/Berkley Avenue intersection in Figure 6. These assignments resulted from multiplying the total trip generation listed in Table 1 by the distribution percentages shown in Figure 6. The illustrated driveway volumes are conservatively high since employees will be parking off-site and as well as provided incentives to encourage their use of alternative travel modes.
Figure 4. Current Peak-Hour Traffic Volumes at 11 Mile Road and Berkley Avenue

Legend:
X / Y, where
X = AM peak hour
Y = PM peak hour
### Table 2. Distribution of Current Peak-Hour Traffic

<table>
<thead>
<tr>
<th>Direction of Approach/Departure</th>
<th>From</th>
<th>To</th>
<th>Average Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Volume</td>
<td>Percent</td>
<td>Volume</td>
</tr>
<tr>
<td>AM Peak Hour</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>East on 11 Mile Rd</td>
<td>553</td>
<td>47%</td>
<td>439</td>
</tr>
<tr>
<td>West on 11 Mile Rd</td>
<td>484</td>
<td>41%</td>
<td>577</td>
</tr>
<tr>
<td>North on Berkley Ave</td>
<td>94</td>
<td>8%</td>
<td>119</td>
</tr>
<tr>
<td>South on Berkley Ave</td>
<td>39</td>
<td>3%</td>
<td>35</td>
</tr>
<tr>
<td>Total</td>
<td>1170</td>
<td>100%</td>
<td>1170</td>
</tr>
<tr>
<td>PM Peak Hour</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>East on 11 Mile Rd</td>
<td>547</td>
<td>42%</td>
<td>667</td>
</tr>
<tr>
<td>West on 11 Mile Rd</td>
<td>670</td>
<td>51%</td>
<td>531</td>
</tr>
<tr>
<td>North on Berkley Ave</td>
<td>60</td>
<td>5%</td>
<td>42</td>
</tr>
<tr>
<td>South on Berkley Ave</td>
<td>27</td>
<td>2%</td>
<td>64</td>
</tr>
<tr>
<td>Total</td>
<td>1304</td>
<td>100%</td>
<td>1304</td>
</tr>
</tbody>
</table>
Figure 5. Trip Distribution
Figure 6. Peak-Hour Site Trips
ACCESS

MDOT guidelines for a traffic impact assessment call for an assessment to “identify the location of any existing drives within approximately 450 ft of the site,” along with the location of the proposed drives. “A proposed driveway spacing based on a 50 MPH (80 Km/h) [sic] posted speed limit is suggested, if feasible.” Since the Michigan Access Management Guidebook (MDOT, 2001) recommends a minimum driveway spacing of 455 ft on a 50-mph road, it is clear that the interest in knowing of existing drives within 450 ft of a site is based on the driveway spacing guideline.

In this particular case, however, the posted speed limit is 30 mph. MDOT’s preferred minimum driveway spacing for a 30-mph road is 185 ft (per Table 3-5 of the above reference). This distance was considered in scaling the locations of the existing driveways shown in Figure 2 (above). The existing driveway spacings along 11 Mile Road in this area are generally well less than 185 ft, however, and it would be impractical to alter this situation in the foreseeable future.

When its preferred minimum driveway spacing guideline is impractical, MDOT recommends instituting one-way driveway operation where feasible; doing so at exit-only locations provides a greater spacing between drivers exiting neighboring driveways, thus improving the sight distance afforded those drivers, and doing so at enter-only locations increases the distance afforded following drivers to safely respond to vehicles slowing to turn into consecutive driveways.

At the subject location, Operation Grow, LLC proposes to consolidate the two parking areas east of the 2222 W 11 Mile building so as to facilitate a one-way clockwise circulation, with the drive nearer the building (#2) being enter-only and the next drive to the east (#1) being exit-only. The consolidated lot will be posted to encourage its use by customers parking and walking in. Parking lot attendants will be provided at all times to direct arrivals such arrivals to the west lot should the east lot be full.

The first drive west of the building (#3) will be signed for enter-only operation, and the next drive to the west (#4) will be signed for exit-only operation. To ensure safe internal circulation in the shared west parking lot, the driveway on Berkley Avenue will be signed for exit-only operation.

KEY FINDINGS AND CONCLUSIONS

- The proposed marijuana dispensary and unrelated warehousing space can be expected to generate 754 one-way vehicle trips in the course of a typical weekday, 39 in the AM peak hour (21 entering and 18 exiting) and 68 in the PM peak hour (33 entering and 35 exiting). On a typical Saturday when traffic on 11 Mile is less than during the commuting hours of a weekday, the site can be expected to generate 893 one-way vehicle trips, 102 of them in the peak hour of the generator (50 entering and 52 exiting).

- The site-generated peak-hour trips can be expected to arrive and depart to the east and west in the same proportion, 45% each way. The remaining 10% of trips are assumed to arrive and depart in equal measure on Berkley Avenue north and south of 11 Mile.
• Multiple parking areas will be available for the building’s employees and visitors, either through direct ownership or via formal parking agreements on neighboring properties. These parking areas will be served by five existing driveways, all to be converted to one-way use.

• Two existing parking lots to the east will be consolidated into a single lot with angled parking, one-way circulation, and one-way access drives. A sign will be posted to advise customers desiring to park and walk into the store to use the east lot. Parking lot attendants will be provided at all times to direct such customers to the west lot should the east lot be full.

• Given all of the above improvements to the site, its operation should be safe and efficient, and its traffic impacts to adjacent streets minimal. This project will significantly improve an existing industrial-use site.
APPENDIX A:

RESUME OF PREPARER
William A. Stimpson, PE
Senior Traffic Engineer

William Stimpson has over 50 years of experience in transportation and traffic engineering, specializing in traffic safety and site planning. His traffic safety work has included applied research, facility safety auditing, and crash litigation support. His site planning work has included plan development and review, parking studies, traffic impact analysis, and access management. He has also dealt with a wide variety of other traffic planning issues, including freight transportation and ridesharing and bicycling incentives.

Mr. Stimpson has performed traffic reviews of hundreds of site plans; prepared shared parking studies, thoroughfare plans, crash data studies, corridor safety evaluations, and access management studies; conducted and reviewed numerous traffic impact studies; and completed signal warrant evaluations and cut-through traffic studies for both public and private clients. He has also investigated individual traffic crashes relative to alleged personal, premises, highway-tort, and auto product liability; conducted crash causation analyses; and provided expert testimony as requested.

**Traffic Safety Research**
Diagnostic studies of visual communication
Driver Expectancy Concept (co-developer)
National guidelines for Right Turn on Red
Revised national standards for road striping
Timing of yellow traffic signal

**Facility Safety Auditing**
Proving Ground Safety Consultant (Ford Motor)
Traffic Engineering Supervisor (Ada Co., ID)
FHWA Geometric Design Lab (Program Mgr.)
Interactive Highway Safety Design Model
SEMCOG Traffic Safety Manual (lead author)
Corridor & crash site safety evaluations

**Crash Litigation Support**
Investigations of over 150 individual crashes
Personal, premises, highway-tort, product liability
Specialization in crash causation analysis
Testimony in both civil & criminal cases

**Site Plan Traffic Review**
Municipal reviews via nominal pass-through fee
Requested access & circulation improvements
Reductions in impervious parking surfaces
Pedestrian safety improvements

**Parking**
FHWA study on fringe parking for carpoolers
Permit parking programs in various cities
Shared parking evaluations

**Alternative Modes**
Bike route planning & implementation (Boise)
Complete Streets Ordinance (Lathrup Village)
Americans with Disabilities Act standards

**Freight Transportation**
FHWA research studies on heavy trucks
Assembly sequencing to reduce delivery costs

**Traffic Impact Analysis**
Numerous studies, beginning in 1974; e.g.:
Francis Scott Key Mall
The Mall at Partridge Creek
Twelve Oaks Mall
Loves Travel Stop & Country Store
Emagine Theaters
Plymouth High School
South Lyon East High School
Liberty Middle School
Field, Eriksson, & Gallimore E.S.
Perfecting Church
Mt. Zion Church
Kensington Community Church
St. Joseph Mercy Hospital
Mattawan LDA TIS & interchange design
Crosswell TIS & MI Sugar site planning
Catalyst Mixed-Use Building
Brookside Mixed-Use Building
Multifamily residential (Berkley)
Birmingham Boutique Hotel
Peabody Site Development (Birmingham)
Detroit Pistons Performance Center
Highland Park Manufacturing Plant
Lavender Ridge Townhomes (Orion Twp)
Seven Mile Mixed-Use Development
New TIS policy for several communities
TIS reviews for municipal clients
Cut-through traffic studies

**Access Management**
Ada Co. traffic engineering supervision
MDOT Access Mgmt. Handbook training
Plan for M-24, Oakland Co. line to I-69
Plan for Allen & West Roads (Woodhaven)
Ordinance policy for Grand Blanc Twp.
Plan for Van Dyke Ave (Shelby Township)
Plan for Orchard Lk Rd (Farmington Hills)
Plan for 23 Mile Rd (Chesterfield Twp.)
APPENDIX B:

TRAFFIC COUNTS
**Butter Provisioning Center, City of Berkley**

**AM Vehicular Turning-Movement Count at 11 Mile Road and Berkley Avenue**

**Wednesday, March 16, 2022**

### Cumulative Turning-Movement Count

<table>
<thead>
<tr>
<th>15 Minutes Ending (Enter Data)</th>
<th>EB 11 Mile Rd</th>
<th>WB 11 Mile Rd</th>
<th>NB Berkley Ave</th>
<th>SB Berkley Ave</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT</td>
<td>TH</td>
<td>RT</td>
<td>LT</td>
<td>TH</td>
<td>RT</td>
</tr>
<tr>
<td>7:15</td>
<td>1</td>
<td>24</td>
<td>1</td>
<td>58</td>
<td>0</td>
</tr>
<tr>
<td>7:30</td>
<td>2</td>
<td>64</td>
<td>2</td>
<td>133</td>
<td>2</td>
</tr>
<tr>
<td>7:45</td>
<td>6</td>
<td>120</td>
<td>2</td>
<td>248</td>
<td>5</td>
</tr>
<tr>
<td>8:00</td>
<td>23</td>
<td>205</td>
<td>3</td>
<td>397</td>
<td>14</td>
</tr>
<tr>
<td>8:15</td>
<td>63</td>
<td>321</td>
<td>6</td>
<td>528</td>
<td>29</td>
</tr>
<tr>
<td>8:30</td>
<td>72</td>
<td>418</td>
<td>7</td>
<td>624</td>
<td>33</td>
</tr>
<tr>
<td>8:45</td>
<td>75</td>
<td>528</td>
<td>9</td>
<td>754</td>
<td>35</td>
</tr>
<tr>
<td>9:00</td>
<td>76</td>
<td>603</td>
<td>10</td>
<td>891</td>
<td>38</td>
</tr>
</tbody>
</table>

### Turning-Movement Count by 15-Minute Interval

<table>
<thead>
<tr>
<th>15 Minutes Ending</th>
<th>EB 11 Mile Rd</th>
<th>WB 11 Mile Rd</th>
<th>NB Berkley Ave</th>
<th>SB Berkley Ave</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT</td>
<td>TH</td>
<td>RT</td>
<td>LT</td>
<td>TH</td>
<td>RT</td>
</tr>
<tr>
<td>7:15</td>
<td>1</td>
<td>24</td>
<td>1</td>
<td>58</td>
<td>0</td>
</tr>
<tr>
<td>7:30</td>
<td>2</td>
<td>64</td>
<td>2</td>
<td>133</td>
<td>2</td>
</tr>
<tr>
<td>7:45</td>
<td>4</td>
<td>56</td>
<td>0</td>
<td>115</td>
<td>3</td>
</tr>
<tr>
<td>8:00</td>
<td>17</td>
<td>85</td>
<td>1</td>
<td>149</td>
<td>9</td>
</tr>
<tr>
<td>8:15</td>
<td>40</td>
<td>116</td>
<td>3</td>
<td>131</td>
<td>15</td>
</tr>
<tr>
<td>8:30</td>
<td>9</td>
<td>97</td>
<td>1</td>
<td>96</td>
<td>4</td>
</tr>
<tr>
<td>8:45</td>
<td>3</td>
<td>110</td>
<td>2</td>
<td>130</td>
<td>2</td>
</tr>
<tr>
<td>9:00</td>
<td>1</td>
<td>75</td>
<td>1</td>
<td>137</td>
<td>3</td>
</tr>
</tbody>
</table>

**Total**

<table>
<thead>
<tr>
<th>LT</th>
<th>TH</th>
<th>RT</th>
<th>LT</th>
<th>TH</th>
<th>RT</th>
<th>LT</th>
<th>TH</th>
<th>RT</th>
<th>LT</th>
<th>TH</th>
<th>RT</th>
</tr>
</thead>
<tbody>
<tr>
<td>76</td>
<td>603</td>
<td>10</td>
<td>23</td>
<td>891</td>
<td>38</td>
<td>6</td>
<td>21</td>
<td>27</td>
<td>25</td>
<td>13</td>
<td>90</td>
</tr>
</tbody>
</table>

**Hourly Total**

<table>
<thead>
<tr>
<th>Hour Beginning</th>
<th>EB 11 Mile Rd</th>
<th>WB 11 Mile Rd</th>
<th>NB Berkley Ave</th>
<th>SB Berkley Ave</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT</td>
<td>TH</td>
<td>RT</td>
<td>LT</td>
<td>TH</td>
<td>RT</td>
</tr>
<tr>
<td>7:00</td>
<td>23</td>
<td>205</td>
<td>3</td>
<td>7</td>
<td>397</td>
</tr>
<tr>
<td>7:15</td>
<td>62</td>
<td>297</td>
<td>5</td>
<td>13</td>
<td>470</td>
</tr>
<tr>
<td>7:30</td>
<td>70</td>
<td>354</td>
<td>5</td>
<td>13</td>
<td>491</td>
</tr>
<tr>
<td>7:45</td>
<td>69</td>
<td>408</td>
<td>7</td>
<td>17</td>
<td>506</td>
</tr>
<tr>
<td>8:00</td>
<td>53</td>
<td>398</td>
<td>7</td>
<td>16</td>
<td>494</td>
</tr>
</tbody>
</table>

**AM Peak Hour**

<table>
<thead>
<tr>
<th>Hour Beginning</th>
<th>EB 11 Mile Rd</th>
<th>WB 11 Mile Rd</th>
<th>NB Berkley Ave</th>
<th>SB Berkley Ave</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT</td>
<td>TH</td>
<td>RT</td>
<td>LT</td>
<td>TH</td>
<td>RT</td>
</tr>
<tr>
<td>7:45</td>
<td>69</td>
<td>408</td>
<td>7</td>
<td>17</td>
<td>506</td>
</tr>
</tbody>
</table>

**PHF (Peak-Hour Factor)**

<table>
<thead>
<tr>
<th>LT</th>
<th>TH</th>
<th>RT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.43</td>
<td>0.88</td>
<td>0.58</td>
</tr>
<tr>
<td>0.61</td>
<td>0.85</td>
<td>0.50</td>
</tr>
<tr>
<td>0.38</td>
<td>0.42</td>
<td>0.80</td>
</tr>
<tr>
<td>0.54</td>
<td>0.39</td>
<td>0.59</td>
</tr>
<tr>
<td>0.76</td>
<td>0.85</td>
<td>0.65</td>
</tr>
<tr>
<td>0.54</td>
<td>0.39</td>
<td>0.59</td>
</tr>
</tbody>
</table>

**Total PHF**

<table>
<thead>
<tr>
<th>LT</th>
<th>TH</th>
<th>RT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.80</td>
<td>0.80</td>
<td>0.80</td>
</tr>
</tbody>
</table>
### Cumulative Turning-Movement Count

<table>
<thead>
<tr>
<th>15 Minutes Ending (Enter Data)</th>
<th>EB 11 Mile Rd</th>
<th>WB 11 Mile Rd</th>
<th>NB Berkley Ave</th>
<th>SB Berkley Ave</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT</td>
<td>TH</td>
<td>RT</td>
<td>LT</td>
<td>TH</td>
<td>RT</td>
</tr>
<tr>
<td>4:15</td>
<td>4</td>
<td>136</td>
<td>3</td>
<td>4</td>
<td>118</td>
</tr>
<tr>
<td>4:30</td>
<td>10</td>
<td>274</td>
<td>9</td>
<td>8</td>
<td>249</td>
</tr>
<tr>
<td>4:45</td>
<td>11</td>
<td>428</td>
<td>14</td>
<td>13</td>
<td>380</td>
</tr>
<tr>
<td>5:00</td>
<td>16</td>
<td>569</td>
<td>20</td>
<td>20</td>
<td>525</td>
</tr>
<tr>
<td>5:15</td>
<td>22</td>
<td>720</td>
<td>25</td>
<td>29</td>
<td>626</td>
</tr>
<tr>
<td>5:30</td>
<td>33</td>
<td>899</td>
<td>31</td>
<td>43</td>
<td>749</td>
</tr>
<tr>
<td>5:45</td>
<td>38</td>
<td>1053</td>
<td>39</td>
<td>53</td>
<td>859</td>
</tr>
<tr>
<td>6:00</td>
<td>42</td>
<td>1196</td>
<td>43</td>
<td>58</td>
<td>986</td>
</tr>
</tbody>
</table>

### Turning-Movement Count by 15-Minute Interval

<table>
<thead>
<tr>
<th>15 Minutes Ending</th>
<th>EB 11 Mile Rd</th>
<th>WB 11 Mile Rd</th>
<th>NB Berkley Ave</th>
<th>SB Berkley Ave</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT</td>
<td>TH</td>
<td>RT</td>
<td>LT</td>
<td>TH</td>
<td>RT</td>
</tr>
<tr>
<td>4:15</td>
<td>4</td>
<td>136</td>
<td>3</td>
<td>4</td>
<td>118</td>
</tr>
<tr>
<td>4:30</td>
<td>6</td>
<td>138</td>
<td>6</td>
<td>4</td>
<td>131</td>
</tr>
<tr>
<td>4:45</td>
<td>1</td>
<td>154</td>
<td>5</td>
<td>5</td>
<td>131</td>
</tr>
<tr>
<td>5:00</td>
<td>5</td>
<td>141</td>
<td>6</td>
<td>7</td>
<td>145</td>
</tr>
<tr>
<td>5:15</td>
<td>6</td>
<td>151</td>
<td>5</td>
<td>9</td>
<td>101</td>
</tr>
<tr>
<td>5:30</td>
<td>11</td>
<td>179</td>
<td>6</td>
<td>14</td>
<td>123</td>
</tr>
<tr>
<td>5:45</td>
<td>5</td>
<td>154</td>
<td>8</td>
<td>10</td>
<td>110</td>
</tr>
<tr>
<td>6:00</td>
<td>4</td>
<td>143</td>
<td>4</td>
<td>5</td>
<td>127</td>
</tr>
<tr>
<td>TOTAL</td>
<td>42</td>
<td>1196</td>
<td>43</td>
<td>58</td>
<td>986</td>
</tr>
</tbody>
</table>

### Hourly Total

<table>
<thead>
<tr>
<th>Hour Beginning</th>
<th>EB 11 Mile Rd</th>
<th>WB 11 Mile Rd</th>
<th>NB Berkley Ave</th>
<th>SB Berkley Ave</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT</td>
<td>TH</td>
<td>RT</td>
<td>LT</td>
<td>TH</td>
<td>RT</td>
</tr>
<tr>
<td>4:00</td>
<td>16</td>
<td>569</td>
<td>20</td>
<td>20</td>
<td>525</td>
</tr>
<tr>
<td>4:15</td>
<td>18</td>
<td>584</td>
<td>22</td>
<td>25</td>
<td>508</td>
</tr>
<tr>
<td>4:30</td>
<td>23</td>
<td>625</td>
<td>22</td>
<td>35</td>
<td>500</td>
</tr>
<tr>
<td>4:45</td>
<td>27</td>
<td>625</td>
<td>25</td>
<td>40</td>
<td>479</td>
</tr>
<tr>
<td>5:00</td>
<td>26</td>
<td>627</td>
<td>23</td>
<td>38</td>
<td>461</td>
</tr>
</tbody>
</table>

### PM Peak Hour

<table>
<thead>
<tr>
<th>Hour Beginning</th>
<th>EB 11 Mile Rd</th>
<th>WB 11 Mile Rd</th>
<th>NB Berkley Ave</th>
<th>SB Berkley Ave</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT</td>
<td>TH</td>
<td>RT</td>
<td>LT</td>
<td>TH</td>
<td>RT</td>
</tr>
<tr>
<td>4:30</td>
<td>23</td>
<td>625</td>
<td>22</td>
<td>35</td>
<td>500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHF (Peak-Hour Factor)</th>
<th>0.52</th>
<th>0.87</th>
<th>0.92</th>
<th>0.63</th>
<th>0.86</th>
<th>0.75</th>
<th>0.25</th>
<th>0.88</th>
<th>0.53</th>
<th>0.64</th>
<th>0.58</th>
<th>0.75</th>
<th>0.91</th>
</tr>
</thead>
</table>
APPENDIX C:

TRIP GENERATION DATA
Land Use: 882
Marijuana Dispensary

Description
A marijuana dispensary is a stand-alone facility where cannabis is sold to patients or retail consumers in a legal manner. Marijuana cultivation and processing facility (Land Use 190) is a related land use.

Additional Data
The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 2010s in California, Colorado, Massachusetts, and Oregon.

Source Numbers
867, 893, 919, 1041, 1059
Marijuana Dispensary

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 7
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>211.12</td>
<td>48.00 - 791.22</td>
<td>246.90</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: Not Given

Trip Gen Manual, 11th Edition • Institute of Transportation Engineers
Marijuana Dispensary
(882)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
  Peak Hour of Adjacent Street Traffic,
  One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 52% entering, 48% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.54</td>
<td>1.17 - 31.08</td>
<td>12.69</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: Not Given

\[ T = \text{Trip Ends} \]
\[ X = 1000 \text{ Sq. Ft. GFA} \]

\[ R^2 = **** \]

*Trip Gen Manual, 11th Edition*  
© Institute of Transportation Engineers
Marijuana Dispensary
(882)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 16
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.92</td>
<td>2.94 - 98.65</td>
<td>21.73</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: Not Given

$R^2 = ****$

Trip Gen Manual, 11th Edition
• Institute of Transportation Engineers
Marijuana Dispensary
(882)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA  
On a: Saturday

Setting/Location: General Urban/Suburban  
Number of Studies: 4  
Avg. 1000 Sq. Ft. GFA: 2  
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>259.31</td>
<td>75.34 - 852.03</td>
<td>364.24</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Caution – Small Sample Size

Fitted Curve Equation: Not Given

Trip Gen Manual, 11th Edition  
Institute of Transportation Engineers
Marijuana Dispensary

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 5
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>28.85</td>
<td>10.85 - 118.92</td>
<td>39.14</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Caution – Small Sample Size

Fitted Curve Equation: Not Given

R² = ****
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 31
Avg. 1000 Sq. Ft. GFA: 292
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.71</td>
<td>0.15 - 16.93</td>
<td>1.48</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: \( T = 1.58(X) + 38.29 \)

\( R^2 = 0.92 \)
Graph Look Up

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
150

LAND USE GROUP:
(100-199) Industrial

LAND USE:
150 - Warehousing

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
1000 Sq. Ft. GFA

TIME PERIOD:
Weekday

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
1

X = 1000 Sq. Ft. GFA

Fitted Curve

Average Rate

Annotations by Giffels Webster
Warehousing
(150)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban
Number of Studies: 36
Avg. 1000 Sq. Ft. GFA: 448
Directional Distribution: 77% entering, 23% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.17</td>
<td>0.02 - 1.93</td>
<td>0.19</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: $T = 0.12(X) + 23.62$
$R^2 = 0.69$

Trip Gen Manual, 11th Edition • Institute of Transportation Engineers
Graph Look Up

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
150

LAND USE GROUP:
(100-199) Industrial

LAND USE:
150 - Warehousing

LAND USE SUBCATEGORIE:
All Sites

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
1000 Sq. Ft., GFA

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Traffic

Average Rate
Regression

Annotations by Giffels Webster
Reset Zoom
Restore
Warehousing

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban
Number of Studies: 49
Avg. 1000 Sq. Ft. GFA: 400
Directional Distribution: 28% entering, 72% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.18</td>
<td>0.01 - 1.80</td>
<td>0.18</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: \( T = 0.12(X) + 26.48 \)
\( R^2 = 0.65 \)

Trip Gen Manual, 11th Edition
- Institute of Transportation Engineers
Graph Look Up

Data Plot and Equation

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
150

LAND USE GROUP:
150 - Warehousing

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
1000 Sq. Ft. GFA

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Traffic

TRIP TYPE:
PM

Annotations by Giffels Webster
When the "sketch" site plan for the referenced project was reviewed by the Berkley Planning Commission at the February 22nd meeting, one of the biggest concerns the commissioners had was the amount of off-street parking spaces provided as well as the lack of circular vehicular flow through the site. The sketch version of the plan provided 13 spaces as well as a shared parking agreement for 10 spaces in the adjacent lot to the west (Masonic Temple located at 2290 W Eleven Mile Rd.) that could be utilized for employee parking from 7:00am to 6:00pm, seven days a week. The parking lot at 2222 W Eleven Mile only had one (1) two-way drive aisle as an entrance and exit.

We have taken several measures to address those concerns and the following is a summary of those revisions.

**Purchase of 2200 W. Eleven Mile Rd**

Butter has purchased the building directly to the east of the Provisioning Center (the purchase agreement with the current owner has been included with the revised site plan review documents for proof of ownership), which allows for a combined parking layout between the two buildings. This revised parking lot has angled parking and a one-way drive aisle, which allows for circular flow through the lot with a separate entrance and exit. Refer to the revised Site Plan Review Drawings for the parking layout. Additionally, there will be a shared dumpster enclosure for the two buildings with easier access for the garbage truck than the previous layout.

The tenant of the 2200 building is a property management called Kirco and has two years remaining on their lease. They use the space for storage of appliances and furniture for the various properties they manage. They only need to access the building occasionally in the mornings when they need to drop off or pick up equipment. Butter and Kirco have a shared parking agreement between them that stipulates that Butter has full access to the 5 spaces located on the 2200 lot and Kirco has 24/7 access to the unloading zone in front of the overhead door located on their building. Refer to the attached Exhibit A said agreement. This agreement is in place for as long as Kirco's lease agreement for 2200 W 11 Mile Rd is in place, which is until July 2024 with a tenant option to renew for three (3) years.

**Revised Shared Parking Agreement with the Masonic Temple**

Butter has revised the shared parking agreement they have with their neighbors to the west (2290 W Eleven Mile Rd), the Masonic Temple. The revised agreement gives Butter full access to the 11 spaces directly the west of the Provisioning Center from 7:00am to 10:00pm, seven days a week (which means they will have access to them during all hours of operation which are from 9:00am to 9:00pm) and lifts the "employees only" stipulation from those spaces.
Additionally, there are another 9 spaces that Butter has full access to from 7:00am to 6:00pm seven days a week. After 6:00pm, the spaces will be dedicated for use by the Masonic Temple if they have an event going on that particular night, otherwise Butter will be allowed to use them until 10:00pm. The Mason’s lot will have separate, one-way entrance and exits to help keep vehicular flow though the site orderly. Refer to Exhibit B for the revised version of the parking agreement with the Masonic Temple, which has an initial term of three (3) years with an automatic three-year renewal unless either party provides written notice of its intention to not renew at least 60 days proper to term expiration.

When there is an overlapping event at the Masonic Temple, the parking lot attendant(s) will block off with cones the nine (9) flex spaces as they are vacated in the hour between 5:00pm and 6:00pm so that they are clear starting at 6:00pm. On weeknights, events at the Mason Temple do not start until 7:00pm. The parking lot attendant will then make sure no Butter customers are parking in the flex spaces and vice versa. The shared parking agreement has provisions for unusual events when the Masons will need the hole lot.

**Employee Parking**

Butter has taken several measures to try and ensure that most or all of the employees working at the Provisioning Center at any given time will be parked off-site. Please refer to the attached parking agreements regarding separate Employee parking.

- **Exhibit C** – 1716 Coolidge Highway in Berkley – shared parking agreement for 12 spaces from 5:00pm to Midnight Monday through Friday, 1:00pm to Midnight on Saturday, and 8:00am to Midnight on Sunday.

- **Exhibit D** - 13631 11 Mile Rd in Oak Park – lease for a building that has 15 spaces off-street parking spaces that will be utilized by Butter employees

Shuttles will be provided at shift change for arriving and departing employees, employees will have the option to Take the shuttle or walk on the sidewalk to 2222 W Eleven Mile Rd. Three times a day a shuttle will make a trip to both parking lots to accommodate transfer to and from the Provisioning Center. The shift change will occur from 5:00 - 5:30 pm so that the employee parking located at 1716 will be available for the second shift seven (7) days a week.

Additionally, employees will also be able to take advantage of our reduce-driving incentives as listed below:

- Ride share credits for employees who decide to use a service such as Uber or Lyft to get to work
- Carpool signups and incentives for multiple employees to arrive in one car.
- Locals who can walk or bike to work will be given incentive to do so.
- Butter will have a few company-owned bikes that can be utilized by employees to get to and from the off-site parking lots.
Site Organization Measures

Parking lot attendants will be present in the parking lot to facilitate our parking agreements and coordinate circular flow of customers during all hours of operation. Parking agreement members will have a phone number to call to report and resolve parking issues.

Several signs will be added to the three adjacent sites on W Eleven Mile Rd to help direct customers to the proper locations. Refer to the customer parking plan on sheet C/1.03 in the revised site plan review drawings for signage locations and information.

In the event that one side of the parking lot is full, the parking lot attendant(s) will direct customers to the other lot. If both lots are full, the parking lot attendant(s) will advise the customer that they should order online if they have not already done so and advise them on when they should come back based on non-peak times. They will also tell the customer that parking on nearby residential streets is not allowed.

Long Term Plan

Since Butter now owns the adjacent building, when Kirco’s lease for 2200 W 11 Mile expires, Butter will evaluate their parking situation and if additional spaces are needed based, the building at 2200 will be demolished, the lot would be combined with the dispensary lot, and additional off-street parking could be added at that time.

If Kirco renews their lease in 2024 and they other shared parking agreements expire and are not renewed for whatever reason, the Butter team acknowledges that operations could be restricted until other parking arrangements can be made. The business license has to be renewed annually, so the parking situation can be evaluated on a yearly basis.
EXHIBIT A
AGREEMENT FOR EXCLUSIVE USE OF PARKING SPACES

This AGREEMENT FOR EXCLUSIVE USE OF PARKING SPACES ("Agreement") is made and entered into as of this 23rd day of May, 2022, by and between OPERATION GROW, LLC, a Michigan limited liability company ("Operation Grow") and KIRCO MANAGEMENT SERVICES, LLC, a Michigan limited liability company ("Kirco").

RECITALS

A. As of this date, Operation Grow is the Land Contract purchaser of a parcel of property located at 2222 W. Eleven Mile Road, Berkley, Michigan (the "2222 11 Mile Property") and intends to purchase the property located immediately to the east, at 2200 W. Eleven Mile Road, Berkley, Michigan (the "2200 11 Mile Property"). The 2222 11 Mile Property and the 2200 11 Mile Property are more particularly described on the attached Exhibit A.

B. Kirco currently leases the building and all of the parking spaces located upon the 2200 11 Mile Property, pursuant to a certain Business Property Lease dated June 23, 2021 entered into by Kirco, as tenant and 2200 W. 11 Mile Rd., L.L.C. as landlord (the "2200 Lease"). Pursuant to the terms of the 2200 Lease, Kirco has the exclusive right to utilize all of the parking spaces located upon the 2200 11 Mile Property.

C. In connection with the ownership and operation of the 2222 11 Mile Property, Operation Grow has determined that it will need more parking spaces for its employees, customers, invitees and guests, than are currently located on the 2222 11 Mile Property. Operation Grow has requested, and Kirco has agreed, subject to the terms and conditions as set forth below, to grant to Operation Grow the exclusive right to utilize Five (5) parking spaces located upon the 2200 11 Mile Property, to be used in connection with the operation of Operation Grow’s business at the 2222 11 Mile Property.

ACCORDINGLY, the parties agree as follows:

1. **Use of Parking Spaces.** Effective as of the date that Operation Grow enters into a Land Contract to purchase the 2200 11 Mile Property, Operation Grow shall have the exclusive right to use those parking spaces as specifically set forth on the attached Exhibit A, located upon the 2200 11 Mile Property, which parking spaces shall be utilized by the employees, customers, guests and invitees of Operation Grow, subject to all applicable statutes, ordinances and regulations. Notwithstanding Operation Grow’s exclusive right to utilize all of the parking spaces as provided for above, Kirco shall have the exclusive right to utilize the loading zone as depicted on the attached Exhibit A, daily at all times for purposes of loading and unloading goods to and from the building. In addition, Kirco shall have the right to use the parking spaces and loading zone at such other times as mutually agreed to by the parties, upon not less than 24 hours’ prior notice from Kirco to Operation Grow. No response to a request from Kirco within such 24 hour period shall be deemed to be consent of Operation Grow. Kirco acknowledges that Operation Grow shall have the right to reconfigure the parking spaces located upon the 2200 11 Mile Road to satisfy all requirements as set forth by the City of Berkley, to provide for a circular drive and access. Operation Grow shall be solely responsible for all costs and expenses
associated with such reconfiguration but shall, in all events, be required to provide access to the loading zone prior to, during and after completion of any construction or reconfiguration.

2. **Maintenance of Parking Lot/Landscaping.** Notwithstanding the terms of the 2200 Lease, Operation Grow shall be solely responsible, at its sole cost and expense, for the maintenance, repair, replacement, restriping and snow removal in connection with the entire parking area and any sidewalks located upon the 2200 11 Mile Property as well as the lawn care and landscape maintenance (including replacement of all dead or dying plants) of all such areas at the 2200 11 Mile Property. Also to be included is a 6 foot fence at the rear of the building as desired and within reason by Kirco.

3. **Compliance With Laws.** Each of the parties hereto shall fully comply with all applicable laws, statutes and regulations affecting the use of the 2200 11 Mile Property, provided however, Operation Grow shall be solely responsible for such compliance of the parking areas located on the 2200 11 Mile Property.

4. **Partial Lease of 2222 11 Mile Property.** In consideration for the exclusive use of the parking spaces, as provided for in Paragraph 1 above, Kirco has requested and Operation Grow has agreed to lease to Kirco, approximately 797 square feet of space located in the building located on the 2222 11 Mile Property, which space is more particularly described on the attached **Exhibit A.** Simultaneously with the execution of this Agreement, the parties shall enter into a Lease in the form attached as **Exhibit B,** which shall set forth the terms upon which such space shall be leased to Kirco.

5. **Assumption of Lease/No Defaults.** Effective as of the date that Operation Grow enters into a Land Contract to purchase the 2200 11 Mile Property, Operation Grow hereby assumes the obligations of the Landlord under the 2200 Lease and hereby agrees and acknowledges that the 2200 Lease is a valid, binding and enforceable lease against Operation Grow and the 2200 Lease is in full force and effect and there are no defaults by the Landlord nor, to the knowledge of Operation Grow, Kirco thereunder. Kirco hereby represents and warrants to Operation Grow that, to the knowledge as of the undersigned officer as of the date of this Agreement, there are no defaults by Kirco currently existing under the 2200 Lease.

6. **Term of Agreement.** The term of this Agreement shall continue for so long as the 2200 Lease remains in full force and effect.

7. **Warranty of Authority.** Each party warrants to the others that it is authorized and has the power to perform the terms of this Agreement, the execution and performance have been authorized by all necessary action and this Agreement is valid and binding upon such party in accordance with its terms.

8. **Transfers and Conveyances.** Each party shall have the right to sell, assign, transfer or convey its respective real property, leasehold interest, structures and improvements and its rights under this Agreement in connection with, and in compliance with the terms of the 2200 Lease.
9. **Notices.** All notices or communications under this Agreement shall be in writing and shall be served by email, personally or by registered or certified mail, addressed to the following:

**If To Operation Grow:**
Operation Grow, LLC  
Daniel Amori  
3249 Wakefield Road  
Berkley, MI 48072  
danny@operationgrow.biz

**With A Copy To:**
Dykema Gossett, PLLC  
39577 Woodward Avenue, Suite 300  
Bloomfield Hills, MI 48304  
Attention: Scott A. Steinhoff, Esq.  
Email: ssteinhoff@dykema.com

**If To Kirco:**
Kirco Management Services LLC  
101 West Big Beaver Road  
Suite 200  
Troy, Michigan 48084  
Attention: David Hales  
Email: davidhales@kirco.com

**With A Copy To:**
Plunkett Cooney PC  
38505 Woodward Avenue  
Suite 100  
Bloomfield Hills, Michigan 48304  
Attention: Howard Goldman, Esq.  
Email: hgoldman@plunkettcooney.com

10. **Amendment.** This Agreement may only be amended by a written agreement signed by all the parties.

11. **Waiver.** The waiver of any breach of this Agreement by a party shall not operate or be construed as a waiver by any party of any subsequent breach. Each and every right, remedy and power granted to a party under this Agreement or allowed by law shall be cumulative and not exclusive of any other.

12. **Enforceability.** If any of the provisions of this Agreement or its application to any party under any circumstances is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement or its application.

13. **Entire Agreement.** This Agreement and the Exhibits to same constitute the entire agreement between the parties with respect to the matters set forth in this Agreement, except for the agreements referenced herein. This Agreement supersedes and terminates any and all other previous or contemporaneous communications, representations, understandings,
agreements, negotiations, discussions, whether oral or written, between the parties with respect to the amounts to be charged for the reserved parking spaces described in this Agreement.

14. **Governing Law.** This Agreement shall be governed by the laws of the state of Michigan.

15. **Execution of Agreement.** This Agreement may be executed in duplicate original counterparts and all copies of this Agreement so executed shall be deemed to be one agreement. Such counterparts may be executed electronically by docusign or pdf and all electronic signatures shall be valid as though executed and delivered by a handwritten instrument.

16. **Interpretation.** The language set forth in this Agreement is the result of comprehensive negotiations between the parties. In the event there is any ambiguity of any of the provisions of this Agreement, such ambiguity shall not be construed against either party.

[Signatures on following page]
This Agreement has been entered into as of the date set forth above.

OPERATION GROW:

OPERATION GROW, LLC, a Michigan limited liability company

By: [Signature]
Name: Christopher Klein
Its: CEO & CO-Founder

KIRCO:

KIRCO MANAGEMENT SERVICES, LLC

By: [Signature]
Name: A. Matthew Kiriluk II
Its: President & CEO

[Signature Page to Agreement for Exclusive Use of Parking Spaces]
EXHIBIT A

DESCRIPTION OF 2222 11 MILE PROPERTY AND
2200 11 MILE PROPERTY AND
DEPICTION OF PARKING AREA
butter team to Include 6 Ft
Fence as desired by
Risco

CK

W. ELEVEN MILE RD
EXHIBIT B

FORM OF LEASE
REAL PROPERTY LEASE AGREEMENT  
(2222 W. Eleven Mile)

THIS LEASE IS SUBJECT TO STRICT REQUIREMENTS FOR ONGOING REGULATORY COMPLIANCE BY THE PARTIES HERETO, INCLUDING, WITHOUT LIMITATION, REQUIREMENTS THAT THE PARTIES TAKE NO ACTION IN VIOLATION OF EITHER THE MICHIGAN MEDICAL MARIHUANA FACILITIES LICENSING ACT OR REGULATION AND TAXATION OF MARIHUANA ACT (TOGETHER WITH ALL RELATED RULES AND REGULATIONS THEREUNDER, AND ANY AMENDMENT OR REPLACEMENT ACT, RULES OR REGULATION, THE "ACT") OR THE GUIDANCE OR INSTRUCTION OF THE MICHIGAN CANNABIS REGULATORY AGENCY (TOGETHER WITH ANY SUCCESSOR OR REGULATOR WITH OVERLAPPING JURISDICTION, THE "REGULATOR"). SECTION 15 OF THIS LEASE CONTAINS SPECIFIC REQUIREMENTS AND COMMITMENTS BY THE PARTIES TO MAINTAIN FULLY THEIR RESPECTIVE COMPLIANCE WITH THE ACT AND THE REGULATOR. THE PARTIES HAVE READ AND FULLY UNDERSTAND THE REQUIREMENTS OF SECTION 15 BELOW.

This REAL PROPERTY LEASE AGREEMENT ("Lease") is made and entered into as of this ____ day of __________, 2022, between OPERATION GROW, LLC, a Michigan limited liability company (the "Lessor"), and KIRCO MANAGEMENT SERVICES, LLC, a Michigan limited liability company (the "Lessee").

1. LEASED PREMISES.

The leased premises shall consist of approximately 797 square feet of commercial space located at 2222 W. Eleven Mile Road, Berkley, Michigan, and more particularly described on the attached Exhibit A (the "Premises"). Lessor hereby leases the Premises to Lessee upon the terms and conditions of this Lease.

2. TERM OF LEASE AND COMMENCEMENT DATE.

The term of this Lease shall commence on the date that a Certificate Of Occupancy is issued by the City of Berkley for the Premises hereof (and Lessor shall promptly notify Lessee of the occurrence of such event) and shall continue for so long as that certain Business Property Lease dated June 23, 2001 ("2200 Lease") between Lessee and 2200 W. 11 Mile Rd., L.L.C., Lessor’s predecessor in interest and assumed by Lessor, remains in effect. In the event that the 2200 Lease is terminated for any reason whatsoever, other than due to a default of the Lessor thereunder, the term of this Lease shall immediately expire upon the date of such termination.

3. RENT.

The Lessee agrees to pay to Lessor monthly rent in an amount equal to Eight and 00/100 Dollars ($8.00) per month.
4. **REAL ESTATE TAXES AND ASSESSMENTS.**

   Lessor shall be responsible for the payment of all real property taxes and assessments.

5. **INSURANCE.**

   The Lessee agrees to indemnify and hold harmless the Lessor from any liability for damages to any person or property in, on or about the Premises from any cause (except for acts and/or omissions of Lessor, its agents, employees, invitees or contractors); and the Lessee will procure and keep in effect during the lease term public liability and property damage insurance for the benefit of the Lessor in the sum of not less than One Million Dollars ($1,000,000.00) for damages resulting to one person and not less than One Million Dollars ($1,000,000.00) for damages resulting from one casualty and not less than One Million Dollars ($1,000,000.00) property damage insurance resulting from any one occurrence. Upon Lessor's request, the Lessee shall deliver certificates evidencing the policies to the Lessor with proof of payment of the premiums. Upon Lessee's failure to do so, upon not less than 15 days' prior notice to Lessee, the Lessor may, at its option, obtain the insurance and the cost shall be paid as additional rent due and payable upon the next ensuing rent day. Lessor shall be named as an additional insured on all policies maintained by Lessee as required pursuant to the requirements of this Paragraph.

6. **LESSEE'S COVENANTS AND WARRANTIES.**

   (a) The Lessee shall use the Premises for the purposes which are consistent with all zoning ordinances and state and federal statutes.

   (b) The Lessee will use the Premises in a careful and proper manner, will commit no waste, and will keep the Premises in a neat, clean, and sanitary condition.

   (c) During the term of this Lease, the Lessee shall keep and maintain the interior of the Premises in good order, condition and repair and Landlord shall maintain, at its sole cost and expense, the exterior walls, roof (including roof decking and coating), all utility connections, all paving (including seal coating and parking striping) and sidewalks and the foundation of the building in which the Premises is located. If Lessor fails to perform its obligations under this Section for 3 days after notice from Lessee, Lessee shall have the right to so perform at the sole cost and expense of Lessor and upon Lessor's failure to reimburse Lessee for the cost thereof within thirty (30) days after notice from Lessee, Lessee shall have the right to offset such sums against rent next coming due under any and all leases with Lessor and shall have the right to bring an action against Lessor for payment thereof.

   (d) The Lessee agrees not to permit the lease term or any part to be sold on execution or other legal process without the prior written consent of the Lessor; agrees to pay or cause to be paid all bills for utility services to the Premises, including but not limited to gas, water, sewage, and electricity; and agrees to keep the Premises free from all mechanic's and other liens as a result of labor or materials ordered by Lessee (and specifically excluding liens resulting from any act or omission of the Lessor, its employees, agents or contractors); and to save the Lessor harmless from and against any and all actual, out-of-pocket losses, costs, damages and expenses arising out of the filing or enforcement of any lien against the Premises based upon labor or
materials ordered by Lessee; but nothing shall obligate the Lessee to pay any cost incurred in making any utility service available to the Premises.

(e) The Lessee shall surrender to the Lessor at the expiration of the lease term peaceable possession of the Premises in as good condition as they now are, the usual wear and tear, loss by casualty and damage which are Lessor’s responsibility excepted, and shall leave at the expiration of the lease term, all permanent erections, additions, fixtures, and improvements made to the Premises, whether of a temporary or permanent character, excepting trade fixtures and goods stored in the Premises. The Lessee agrees to properly remove the Lessee's designated property at the end of the lease term, without damage to the Premises (or repairing any such damage), in a workmanlike manner, and in accordance with all plumbing and wiring codes and requirements. The Lessee shall remove all of its personal property from the Premises upon termination of this Lease.

(f) The Lessee shall not use or permit the Premises to be used in violation of, and shall comply promptly with, any law, ordinance, rule, regulation, order or requirement of any governmental authority relating to the use and occupancy of the Premises. The Lessee shall not use or permit the Premises to be used in any manner which creates a nuisance.

(g) The Lessee shall promptly, when due, pay all taxes assessed upon its furnishings, fixtures, equipment, and stock-in-trade during the term of this Lease.

7. **LESSOR'S COVENANTS AND WARRANTIES.**

(a) The Lessor covenants and warrants that it has full right and authority to enter into this Lease; that it will deliver the Premises to the Lessee free and clear of other rights of occupancy; and that the Lessee, so long as it performs its obligations under this Lease, will have and enjoy peaceable possession of the Premises.

(b) Each party to this Lease does remise, release and discharge the other party, and any officer, agent, employee or representative of the party of and from any liability arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of the loss, damage, or injury to the extent of any recovery by the injured party under the insurance.

8. **ALTERATIONS AND IMPROVEMENTS.**

The Lessee shall not make any alterations, additions or improvements to the Premises without the Lessor's prior written consent which shall not be unreasonably withheld, conditioned or delayed.

9. **CONDEMNATION.**

If the Premises are wholly condemned by any governmental authority, then this Lease may be at the option of either party terminated by notice to the other party. If the Premises shall be so substantially condemned as to make it unsuitable for the carrying on of business, then this Lease may, at the option of the Lessee, be terminated by written notice to the Lessor. Any termination shall be without prejudice to any claim of the Lessee against the condemning
authority for damages resulting from the condemnation. If the Premises shall be partially condemned but the uncondemned part shall in the Lessee's opinion, be suitable for the carrying on of its business, then this Lease shall not terminate, but if any portion of the Premises shall have been partially condemned, the rent shall be reduced proportionately on the ratio of the gross floor area of the condemned portion of the Premises to the total gross floor area of the Premises before condemnation. In the event of a partial condemnation, no provision of the Lease shall be considered as a bar to or waiver of any damage of the Lessee against the condemning authority for damages resulting from the partial condemnation.

10. **DAMAGE BY FIRE.**

   (a) If the Premises shall be damaged by fire, explosion, wind storm, or any other casualty, the Lessor shall repair the damage and put the Premises in as good condition as existed prior to the damage as rapidly as possible.

   (b) If the Premises shall be damaged or destroyed by fire, explosion, wind storm, or other casualty, to the extent that more than fifty percent (50%) of the Premises in area shall have been destroyed, the Lessee and the Lessor shall be under no obligation to rebuild, and this Lease may be canceled by either party at any time by notice in writing to the other within twenty (20) days after the date of the loss.

11. **DEFAULT AND REMEDIES.**

   Any of the following occurrences shall constitute an event of default ("Event of Default"):

   (a) The Lessee fails to pay any installments of rent or additional rent, within ten (10) days after notice that the same was due and payable.

   (b) The Lessee violates or fails to comply with or is in default in the performance of any other provision of this Lease for a period of thirty (30) days after notice from the Lessor of the violation, noncompliance, or default, provided that in the case of a default which cannot with due diligence be cured within a period of thirty (30) days, the Lessee shall have additional time to cure the default as may reasonably be necessary so long as the Lessee commences to cure the default within the thirty (30) day period and proceeds promptly and with due diligence to cure the default after receipt of the notice.

   Upon the occurrence of an Event of Default, and despite the fact that the Lessor has or may have some other remedy under this Lease or at law or in equity, the Lessor may give to the Lessee written notice (the "Termination Notice") of the intention of the Lessor to end the term of this Lease, specifying a day ("Termination Date") not less than thirty (30) days later. Upon the giving of the Termination Notice, this Lease and the term shall expire and terminate upon the Termination Date as fully and completely and with the same force and effect as if the Termination Date were the expiration date of the Lease and all rights of the Lessee shall terminate, unless the default is cured prior to the Termination Date, time being of the essence.

   From and after the Termination Date, the Lessor may, with process of law, enter upon, re-enter, possess and repossess itself of the Premises, by summary proceedings or ejectment and
may dispossess and remove the Lessee and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental and other income from it.

Upon and after the entry into possession, the Lessor may relet the Premises or any part on terms and conditions as the Lessor deems advisable in its sole discretion. The proceeds of the reletting shall be applied: (a) First, to the payment of any indebtedness of the Lessee to the Lessor other than rent or additional rent; (b) Second, to the payment of any reasonable costs of the reletting including the cost of any reasonable alterations and repairs to the Premises, brokerage fees and expenses, advertising expenses, inspection fees and attorney fees; (c) Third, to the payment of rent and additional rent due and unpaid; (d) Fourth, to any actual, out-of-pocket damages, costs and expenses incurred by the Lessor as a result of the Lessee's breach; and (e) the balance, if any, shall be held by the Lessor and applied in payment of future rent as it may become due and payable. Should the proceeds of the reletting during any month be less than the monthly installments of rent or additional rent required, then the Lessee shall during the month pay the deficiency to the Lessor upon demand. Lessor agrees to make best efforts to mitigate its damages.

Whether or not the Lessor terminates the Lease because of the Lessee's default, the Lessor shall have no liability or responsibility in any way for its failure to relet the Premises, or, in the event of reletting, for failure to collect the rent under the reletting. The failure of the Lessor to relet the Premises or any part of it shall not release or affect the Lessee's liability for rent or damages.

Each right, remedy and benefit provided by this Lease to the Lessor shall be cumulative and shall not be exclusive of any other right, remedy or benefit allowed by law. These remedies may be exercised jointly or severally without constituting an election of remedies.

One or more waiver by either party of any term and condition or default shall not be construed as a waiver of the term and condition or default in the future or any subsequent default for the same cause.

Any consent or approval given by the Lessor requiring the consent or approval shall not constitute consent or approval to any subsequent similar act by the Lessee.

In the event of the Lessee's default and termination of this Lease by the Lessor, to the extent permitted by law, the Lessor shall have the right to accelerate all of the rent due for the balance of the term of the Lease and the Lessee shall pay to the Lessor upon demand, as liquidated damages, the deficiency between the amount of the accelerated rent and either the proceeds of reletting for what would have otherwise constituted the balance of the lease term or the reasonable rental value of the Premises for the balance of the lease term if the Premises are not relet by the Lessor within thirty (30) days following the Termination Date. In computing the liquidated damages there shall be added to the deficiency any expenses incurred in connection with obtaining possession of and reletting the Premises, whether the reletting is successful or not, which expenses include but are not limited to reasonable attorney fees, brokerage fees and expenses, advertising expenses, reasonable alterations and repairs to the Premises, and inspection fees.
12. **BANKRUPTCY OR INSOLVENCY.**

If the estate of the Lessee shall be taken in execution or by other process of law, or if the Lessee shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under state law, or if any proceedings are filed by or against the Lessee under the Bankruptcy Code or any similar provisions of any future federal bankruptcy laws, or if the Lessee shall cease doing business as a going concern or generally not pay its debts as they become due, or if a receiver or trustee of the property of the Lessee shall be appointed under state law by reason of the Lessee's insolvency or inability to pay its debts as they become due or otherwise, or if any assignment shall be made of the Lessee's property for the benefit of creditors under state law, then the Lessor may, at its option, terminate this Lease and all rights of the Lessee declaring an Event of Default under Article 11.

Neither the Lessee's interest in the Lease, nor any lesser interest of the Lessee, nor any estate of the Lessee created by this Lease shall pass to any trustee, receiver, assignee for the benefit of creditors under the laws of any state having jurisdiction of the person or property of the Lessee unless the Lessor shall consent to the transfer in writing. No acceptance by the Lessor of rent or any other payment from any trustee, receiver or assignee shall be deemed to have waived nor shall it waive the requirement of the Lessor's consent or the right of the Lessor to terminate this Lease in the absence of the consent to any transfer of the Lessee's interest in this Lease.

In the event that either a voluntary petition or involuntary petition for reorganization or liquidation or adjustment of debts is filed either by or against the Lessee under Chapter 7 or 11 of the Bankruptcy Code, the Lessee, as debtor in possession, or the bankruptcy trustee, must elect to assume or reject this Lease within sixty (60) days after the date of filing of the petition. If the Lessee, trustee or debtor in possession shall elect to assume this Lease, whether for the purpose of assignment or otherwise, the election and assignment may only be made if all of the terms and conditions of this Lease are satisfied. If the Lessee, trustee or debtor in possession fails to elect or assume this Lease within sixty (60) days after the date of filing the bankruptcy petition, this Lease shall be deemed to have been rejected. In the event of rejection, the Lessor shall be immediately entitled to possession of the Premises without further obligation to the Lessee, trustee or debtor in possession and this Lease shall be canceled, but the Lessor's right to be compensated for damages in the proceeding shall survive.

If a voluntary or involuntary bankruptcy petition is filed by or against the Lessee, and the Lessee, trustee or debtor in possession elects to assume the Lease, the assumption shall only be effective if each of the following conditions, which the Lessor and the Lessee acknowledge to be commercially reasonable in the context of a bankruptcy proceeding of the Lessee, have been satisfied:

(a) The Lessee, trustee or the debtor in possession has cured or has provided the Lessor adequate assurance that the Lessee, trustee or debtor in possession will cure all monetary defaults under the Lease within ten (10) days from the date of assumption of the Lease.

(b) The Lessee, trustee or the debtor in possession has cured or has provided the Lessor adequate assurance that the Lessee, trustee or debtor in possession will cure all non-
monetary defaults under the Lease within thirty (30) days from the date of assumption of the Lease.

(c) The Lessee, trustee or the debtor in possession has compensated or has provided to the Lessor adequate assurance that the Lessor will be compensated for any pecuniary loss incurred by the Lessor arising from the default of the Lessee, trustee or debtor in possession within ten (10) days from the date of assumption of the Lease.

(d) The Lessee, trustee or the debtor in possession has provided the Lessor with adequate assurance of the future performance of each of the Lessee’s, trustee’s or debtor in possession’s obligations under this Lease; provided, however, that the Lessee, trustee or debtor in possession shall also deposit with the Lessor as security for the timely payment of rent an amount equal to two (2) months’ rent accruing under this Lease.

(e) The assumption of the Lease will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which the Lessor may be bound relating to the Premises.

Despite any provisions to the contrary, if this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code:

(i) Any and all monies or other considerations, payable or otherwise, to be delivered in connection with the assignment, shall be paid or delivered to the Lessor, shall be and remain the exclusive property of the Lessor and shall not constitute property of the Lessee or the estate of the Lessee within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting the Lessor’s property under the preceding sentence not paid or delivered to the Lessor shall be held in trust for the benefit of the Lessor and shall be promptly paid or delivered to the Lessor; and

(ii) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of the assignment. Any assignee shall upon demand execute and deliver to the Lessor an instrument confirming the assumption.

13. LESSOR’S DEFAULT.

(a) The Lessor shall not be deemed to be in default in the performance of any of its obligations under this Lease unless and until it shall have failed to perform any obligations within thirty (30) days after the Lessee has given the Lessor written notice specifying the obligation the Lessor has failed to perform; notwithstanding the foregoing, in the event that any default has a material and adverse effect on the Lessee’s occupancy of the Premises, the foregoing 30 day period shall be reduced to 3 days and Lessee shall have the right to cure such default at the sole cost and expense of Lessor and upon Lessor’s failure to reimburse Lessee for the cost thereof within thirty (30) days after notice from Lessee, Lessee shall have the right to offset such sums against rent next coming due under any and all leases with Lessor and shall have the right to bring an action against Lessor for payment thereof.
14. **CURING DEFAULT.**

If the Lessee defaults in the performance of any provision of this Lease beyond any applicable grace or cure period, the Lessor shall have the right (but not the obligation) in addition to any other rights and remedies which the Lessor may have at law or in equity, to cure the default for the account of the Lessee, upon ten (10) days prior written notice to the Lessee, except that in an emergency the Lessor may cure the default without prior notice to the Lessee. Upon receipt of notice of the cure and demand for payment, the Lessee shall pay any payment or expenditure with the next monthly rent payment, together with interest at seven percent (7%) per year from the date of the payment or expenditure by the Lessor until the date of repayment by the Lessee. The Lessor's failure to exercise its rights to cure the default shall not be deemed a breach of the Lease nor a waiver or release of any of the Lessee's obligations under the Lease.

15. **SPECIAL COMPLIANCE PROVISION.**

This Lease is subject to strict requirements for ongoing regulatory compliance by the parties hereto, including, without limitation, requirements that the parties take no action in violation of either the Act or the guidance or instruction of the Regulator. The parties acknowledge and understand that the Act and/or the requirements of the Regulator are subject to change and are evolving as the marketplace for state-compliant cannabis businesses continues to evolve. If necessary or desirable to comply with the requirements of the Act and/or the Regulator, the parties hereby agree to (and to cause their respective affiliates and related parties and representatives to) use their respective commercially reasonable efforts to take all actions reasonably requested to ensure compliance with the Act and/or the Regulator, including, without limitation, negotiating in good faith to amend, restate, amend and restate, supplement, or otherwise modify this Lease to reflect terms that most closely approximate the parties original intentions but are responsive to and compliant with the requirements of the Act and/or the Regulator. In furtherance, not limitation of the foregoing, the parties further agree to cooperate with the Regulator to promptly respond to any informational requests, supplemental disclosure requirements, or other correspondence from the Regulator and, to the extent permitted by the Regulator, keep all other parties hereto fully and promptly informed as to any such requests, requirements, or correspondence.

The cost of any such compliance shall be at the sole expense of Lessor and, in the event that any changes of any nature are required or that Lessee is required to comply with any requirements, Lessee shall have the right to terminate this Lease without penalty upon not less than thirty (30) day prior notice to Lessor and the termination date shall be deemed to be the last day of the term of this Lease.

16. **ASSIGNMENT.**

The Lessee shall not assign or in any manner transfer the Lease, or sublet the Premises except upon simultaneous assignment or sublease of the premises under the 2200 Lease. The acceptance of rent from an assignee, subtenant or occupant shall not constitute a release of the Lessee from the obligations and covenants in this Lease.
The consent by the Lessor to any assignment, pledge, encumbrance, transfer or subletting shall not constitute a waiver of the necessity for the consent to any subsequent assignment, pledge, encumbrance, transfer or subletting.

17. ACCESS TO BUILDING.

The Lessor shall have the right to enter upon the Premises during the Lessee's normal business hours for inspection purposes upon not less than 24 hours prior written notice provided that Lessor does not interfere with the business or materials in the Premises.

Within one hundred twenty (120) days prior to the expiration of the term, including any extensions, upon reasonable prior notice, the Lessor may enter the Premises during the Lessee's normal business hours to show the Premises to prospective lessees or purchasers.

18. SAVINGS CLAUSE.

The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

19. TRANSFER OF LESSOR'S INTEREST.

The Lessor shall have the absolute right to sell, assign, pledge, hypothecate or transfer its interest in the Premises. In the event of any transfer or assignment, the Lessor-transferor shall be relieved of any and all obligations and liabilities under this Lease accruing from and after the date of the transfer upon the written assumption by the transferee of the Lessor's obligation.

20. NOTICE.

Any notice or other communication required or desired to be given under this Lease shall be in writing and shall be deemed to have been sufficiently given for all purposes of this Lease if (a) delivered personally, (b) sent by Federal Express or other national overnight courier, charges prepaid, (c) sent by registered or certified mail, postage and charges prepaid, or (d) sent by e-mail provided such notice is simultaneously sent by one of the other methods in (a), (b) or (c) above, addressed to the party to whom the same is directed at the address of such party as set forth below. Any notice which is delivered by (i) Federal Express or other national overnight courier shall be deemed to be given on the date one (1) business day after the same is delivered to Federal Express or other national overnight courier, provided that the same is actually delivered to (whether or not refused by) the recipient in the ordinary course, and (ii) mail, or personally or email shall be deemed to be given on the date of receipt or refusal to accept receipt. Any party may change its address for purposes of this Lease or add an additional party to which notices must be delivered, by giving the other party notice thereof in the manner hereinabove provided for the giving of notices. A notice or other communication under this Lease will also be deemed to have been received if it is delivered by email to such recipient's email address as set forth below:

If to Lessor: Operation Grow, LLC
3249 Wakefield Road
Berkley, MI 48072

120548.000007 4892-4660-7131.4
Any party to this Lease may at any time change the address for notices to that party by giving notice in this manner.

21. **QUIET ENJOYMENT.**

   The Lessor covenants that the Lessee, on payment of all installments of rent and performing all of the Lessee's obligations, shall and may peacefully and quietly have, hold, and enjoy the Premises for the lease term.

22. **HOLDING OVER.**

   If the Lessee holds over after the expiration of this Lease or any extension, the tenancy shall be from month to month in the absence of a written agreement to the contrary; the monthly rent shall be one hundred twenty-five percent (125%) of the monthly rent during the last year of the term of this Lease and all other terms and conditions of this Lease, shall be applicable to the month to month tenancy.

23. **APPLICABLE LAW.**

   This Lease shall be construed and enforced in accordance with the laws of the State of Michigan.

24. **SUCCESSIONS AND ASSIGNS.**
The covenants, conditions and agreements made and entered into by the parties shall be binding on their respective heirs, successors, representatives and assigns.

25. **LESSOR'S REPRESENTATIONS.**

Neither the Lessor nor the Lessor's agents have made any representations or promises with respect to the physical condition of the Premises, permissible uses of the Premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the Premises except as expressly set forth in this Lease, and no rights, easements, or licenses are acquired by the Lessee by implication or otherwise, except as expressly set forth in the provisions of this Lease.

26. **WAIVER.**

One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by either party to or of any act by the other requiring consent or approval shall not be construed as consent or approval to or of future similar acts.

27. **FORCE MAJEURE.**

If either party shall be delayed or hindered in or prevented from the performance of any act required by this Lease by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature beyond the reasonable control of that party, in performing work or doing acts required under the terms of this Lease, then performance of the act shall be extended for a period equivalent to the period of the delay but not to exceed two (2) months.

28. **MEMORANDUM OF LEASE.**

Neither party shall record this Lease or any portion of it. However, the Lessor will execute a Memorandum of Lease which may be recorded by the Lessee in its discretion.

29. **TOPICAL HEADINGS.**

Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.

30. **ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY.**

This Lease contains the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Lease, will alter the covenants, agreements and undertakings set forth above. This Lease shall not be modified in any manner, except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or
unenforceable, shall not be affected and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

31. **ACCORD AND SATISFACTION.**

   No payment by the Lessee or receipt by the Lessor of a lesser amount than the monthly rent or such other amounts as are required of the Lessee shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on a check or a letter accompanying any check or payment as rent be deemed an accord and satisfaction. The Lessor may accept the check or payment without prejudice to the Lessor's right to recover the balance of the rent or other obligation of the Lessee, or pursue any other remedy provided in this Lease.

32. **NOTICE TO QUIT: EFFECT.**

   A formal notice to quit prior to proceedings for repossession shall not be deemed as a termination or cancellation of the Lease, but shall be deemed as a notice for repossession and no more.

33. **RELATIONSHIP OF PARTIES.**

   This Lease is intended by the parties to create only the relationship of lessor and lessee between them. It is not intended and shall not be construed to give any right to any third party to create the relationship of principal and agent or to create a partnership, joint venture, or other association between the Lessor and the Lessee.

34. **EXECUTION OF LEASE.** This Lease may be executed in duplicate original counterparts and all copies of this Lease so executed shall be deemed to be one agreement. Such counterparts may be executed electronically by docuSign or pdf and all electronic signatures shall be valid as though executed and delivered by a handwritten instrument.

   [Signatures on following page]
SIGNED, by the Lessor and the Lessee the day and year first above written.

**LESSOR:**

OPERATION GROW, LLC, a Michigan limited liability company

By:  
Name:  
Its:

**LESSEE:**

KIRCO MANAGEMENT SERVICES, LLC, a Michigan limited liability company

By:  
Name:  
Its:

[Signature Page to Real Property Lease Agreement 2222 W. Eleven Mile, Berkley, MI]
EXHIBIT B
SHARED PARKING AND ALLEY INGRESS/EGRESS AGREEMENT

1. Lessor grants Lessee the following rights to lease:

   a. Lessor grants exclusive lease rights to eleven (11) parking spaces within Lessors parking lot ("Parking Lot") located at 2290 West 11 Mile Road, Berkley, Michigan (the "Property"), which spaces abut 2222 West 11 Mile Road, seven (7) days a week, 365 days per year, 7 a.m. to 10 p.m. for a period of three (3) years ("the Term") for use of customers, employees and business partners of Lessee (see Exhibit 1 below).

   b. Lessor grants non-exclusive lease rights to nine (9) additional parking spaces in the next row west within the Parking Lot seven (7) days a week, 365 days a year for a term of 3 years; provided that Lessor’s tenants and rental function clients shall have priority parking rights to said spaces after 6 p.m. and Lessee’s parking security staff shall enforce said priority parking rights.

   c. Lessee shall insure that the remaining parking spaces, (not covered in Paragraph 1a and 1b) are not used by Lessee’s customers, employees and business partners; and ensure that routes of ingress and egress, shown on Exhibit 1 are kept open and unobstructed.

2. The above lease rights notwithstanding, when the Berkley Masonic Temple has special meetings or events, and 10 days notice has been given to Lessee, Lessee shall make the parking spaces identified in Paragraph 1 available for said special events, inter alia St. Patrick’s Day, Derby Day, Cruise Day.

3. The Term shall automatically renew for an additional period of 3 years ("Subsequent Term") unless either party provides written notice of its intention not to renew at least sixty (60) days prior to term expiration.

4. Lessee shall pay Lessor $1,000.00 per month for the aforesaid lease rights during the initial term of the lease, Lessee shall pay Lessor a deposit of $3,000.00 upon signing this agreement which will be applied to the first three (3) month’s rent payments. For any subsequent term, Lessee shall pay a 10% increase. Rent shall be paid by the 1st of the month. Payments not received by the 10th of the month shall be subject to a 5% per month late charge.

5. Should Lessee fail to perform its lease obligations under Paragraphs 1 and 4 above, Lessor may serve Lessee with a Notice of Intent to Terminate Lease. Upon receipt of said notice, Lessee shall have 20 days to cure its non-performance of its obligations. If Lessee fails to cure, Lessee may terminate the lease agreement and Lessee’s lease rights under it.

6. Notices shall be given to the parties as follows:
To Lessor at: swayzepl@gmail.com and jstevens@mathesonnarr.com
To Lessee at: danny@operationgrow.biz and chris@butterworld.com

7. Lessor grants Lessee permission to install necessary signage and Lessee agrees to pay for signage for the leased spaces. Lessee intends to place such signage on its building in front of each space, with language stating or similarly conveying as follows: “butter Customer Parking Only All Others Will be Towed.”

8. Lessor agrees to allow the Lessee to install up to six light fixtures on the west façade of the building located at 2222 W. Eleven Mile Road that will overhang the shared property line. These light fixtures will serve the dual purpose of lighting the mural that will be painted on that wall and the 10 parking spaces along the east property line of the Lessor’s property, which are included in this agreement. The fixtures will hang over the property line by roughly seven feet, will be at least 12 feet above the ground, will adhere to all city ordinances, and will be installed, powered, and maintained by the Lessee.

9. Lessee agrees to provide a parking security employee to provide traffic management during the hours of operations to facilitate traffic flow and/or extra spots The Berkley Masonic Temple and/or The Masonic Temple tenants may need in the event of a last-minute demand.

10. Lessee agrees to allow Lessor the ability to utilize the entire parking lot on Lessor’s Property, for one (1) calendar day per year, (the Monday before the Woodward Dream Cruise) during the Term and any Subsequent Term.

11. The initial rental term will begin when Lessee completes construction for a marijuana retail facility at 2222 W 11 Mile Rd in Berkley.

12. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement constitutes the entire agreement and understanding of the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral, as to the matters herein set forth. This Agreement shall be governed and construed under the laws of the State of Michigan.

13. Lessor agrees to continue to be responsible for maintenance and repair of the parking lot, including snowplowing as necessary; however Lessee shall reimburse Lessor for 50% of repair and snow removal costs, upon submission of receipts for same.
IN WITNESS WHEREOF, the parties hereto have executed this Shared Parking and Alley Ingress/Egress Agreement on the day and year first above written.

LESSOR:

BERKLEY MASONIC TEMPLE

By: [Signature]

Name: Paul Swayze
Its: [Position]

LESSEE:

OPERATION GROW LLC

By: [Signature]

Name: Daniel Amori
Its: Chief Compliance Officer
EXHIBIT C
PARKING AGREEMENT

THIS PARKING AGREEMENT ("Agreement") is made this 18 day of March, 2022 (the "Effective Date"), by and between ALAN GARNSEY, an individual, having an address of 895 Rivenoak, Birmingham, MI 48009 (the "Lessor"), and OPERATION GROW LLC, a Michigan limited liability company, having an address of 2222 W 11 Mile Rd, Berkley, MI 48072 ("Lessee").

For good and valuable consideration, as set forth herein, Lessor and Lessee (collectively, the "Parties") agree as follows:

1. Lessor will grant Lessee (including its members, employees, licensees, agents, and designees) the unlimited and exclusive right to utilize twelve (12) parking spaces at the parking lot ("Parking Lot") located at Lessor’s property, commonly known as 1716 Coolidge Hwy, Berkley, MI 48072 (the "Property"), seven (7) days per week, three hundred sixty five (365) days per year, from the hours of 5:00 p.m. to Midnight Monday through Friday, 1:00 p.m. to Midnight on Saturday, and 8:00 a.m. to Midnight on Sunday, for a period of twenty four (24) months (the "Term") beginning on the date Lessee completes construction at 2222 W 11 Mile Rd in Berkley MI but no later than October 31, 2022 (collectively referred to as Lessee’s “Parking Rights”).

2. Lessee will have the right (the "Option") to renew the Agreement for a period of two (2) years ("Option Term"). Lessee may exercise its Option by sending written notice to Lessor prior to or within fourteen (14) days after the expiration of the Term.

3. Lessee will have the right (the "Second Option") to renew the Agreement for a period of two (2) years ("Second Option Term") consecutive to the Option Term. Lessee may exercise its Second Option by sending written notice to Lessor prior to or within fourteen (14) days after the expiration of the Option Term.

4. Lessor will have the right (the "Second Option Refusal"), if Lessor decides to sell Lessor’s property, to not accept Lessee’s Second Option by sending written notice with a check for $1,000 to Lessee thirty (30) days prior to the expiration of the Option Term.

5. If Lessor exercises their Second Option Refusal, Lessee will have the right (the "Right of First Refusal") to purchase Lessor’s property at 1716 Coolidge Highway, Berkley, MI 48072 for a price equal to that of the offer Lessor plans to accept. However, if Lessor plans to accept a purchase offer from Durst Lumbar Lessee will pay 5% above the purchase price.

6. Lessee shall pay to Lessor $150 per month for the Term, $175 per month for the Option Term, and $200 per month for the Second Option Term. Rent shall be paid each month by the 4th of each month, or is subject to a $10 per month late charge. A deposit of $450, which represents the first three (3) months of rent payments, will be due upon the Effective Date of this agreement. At the conclusion of the Term, if the Option is not exercised by either Party, the Parking Agreement will convert to a month-to-month parking agreement, which may be terminated by either Party upon thirty (30) days prior written notice. At the conclusion of the Option Term, if the Second Option is not exercised by either Party, the Parking Agreement will convert to a month-to-month parking agreement, which may be terminated by either Party upon thirty (30) days prior written notice. At the conclusion of the Second Option Term, the Parking Agreement will convert to a month-to-month parking agreement, which may be terminated by either Party upon thirty (30) days prior written notice.

7. Lessee’s rights under this Agreement run with the land for the Term and Option Term, and the Second Option Term, and is binding on any subsequent owners and current or future tenants of the Property. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement constitutes the entire agreement and understanding of the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, whether written or oral, as to the matters herein set forth. This Agreement shall be governed and construed under the laws of the State of Michigan.

8. Lessor will be responsible for the maintenance and snow removal of the Parking Lot at 1716 Coolidge Hwy, Berkley, MI 48072
IN WITNESS WHEREOF, the parties hereto have executed this Parking Agreement on the day and year first above written.

LESSOR:

ALAN GARNSEY

By: ____________________________

Name: ____________________________

Its: ____________________________

LESSEE:

OPERATION GROW LLC

By: ____________________________

Name: ____________________________

Its: ____________________________
EXHIBIT D
COMMERCIAL LEASE

This Commercial Lease ("Lease") is entered into as of April 15, 2022 ("Effective Date"), by and between RAUT PROPERTIES LLC, a Michigan limited liability company (hereinafter called "LESSOR"), and OPERATION GROW, LLC, a Michigan limited liability company, d/b/a butter (hereinafter called "LESSEE"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE do hereby covenant, contract and agree as follows:

1. PREMISES AND TERM. LESSOR hereby leases to LESSEE for the term commencing on the Effective Date ("Commencement Date") and ending on the 31st day of October, 2025 ("Term") the following described premises, including all improvements thereon, as defined below, located at 13631 W. 11 Mile Rd., Oak Park, Oakland County, Michigan, and more particularly described on Exhibit A attached hereto (hereinafter called the "Premises" or "Leased Premises").

2. RENT. The LESSEE agrees to pay the monthly rent indicated below ("Rent"), without offset or deduction of any kind, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period</th>
<th>Monthly Rent</th>
<th>Total Annual Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/15/22 - 4/30/22</td>
<td>$0.00</td>
<td>N/A</td>
</tr>
<tr>
<td>5/1/22 - 4/30/23</td>
<td>$2,350.00</td>
<td>$28,200.00</td>
</tr>
<tr>
<td>5/1/23 - 4/30/24</td>
<td>$2,450.00</td>
<td>$29,400.00</td>
</tr>
<tr>
<td>5/1/24 - 4/30/25</td>
<td>$2,550.00</td>
<td>$30,600.00</td>
</tr>
<tr>
<td>5/1/25 - 10/31/25</td>
<td>$2,650.00</td>
<td>$15,900.00</td>
</tr>
</tbody>
</table>

Rent shall be payable in equal monthly installments as set forth above, shall be paid in advance, at LESSOR’S address, set forth in Paragraph 31, on the first day of each calendar month throughout the term of this Lease. If LESSEE’S obligation to pay Rent commences other than the first day of the calendar month, the first month’s Rent shall be prorated accordingly and paid at the commencement of the obligation to pay Rent. Any payment by LESSEE or acceptance by LESSOR of a lesser amount than shall be due from LESSEE to LESSOR shall be treated as payment on account. The acceptance by LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against LESSEE. Notwithstanding the foregoing, LESSEE shall pay the first month’s Rent hereunder immediately upon execution of this Lease.

LESSOR’S address shall be as from time to time designated by LESSOR to LESSEE in writing.

3. LATE CHARGES. LESSEE shall pay a late charge in the amount of five percent (5%) or two hundred dollars ($200.00), whichever is greater (but not in excess of the maximum amount allowed by law) of the outstanding delinquent balance for any payment of the Rent not made within every five (5) days after the due date to cover the extra expense involved in handling late payments. This charge is in addition to any other rights or remedies of LESSOR.
4. UTILITIES & MAINTAINANCE. LESSEE will pay all charges made against said Leased Premises for all utilities, including (without limitation) electricity, internet, cable, phone, gas and water, as the same shall become due. The obligation of LESSEE to pay for said utilities shall commence as of the commencement date. LESSEE agrees to open accounts with the electric, internet, cable, phone, gas and water companies that it may require to individually serve its Premises, including the acquisition and installation of the same. LESSEE shall be responsible for and pay for any repairs to or replacements of lighting fixtures, including (without limitation) all lighting tubes and bulbs. LESSEE agrees to maintain the front lawn and pay for lawn service. LESSEE will be responsible for the removal of snow, ice, trash and other debris from the premises.

5. CONDITION OF PREMISES; LESSEE’S WORK. LESSEE acknowledges that it has examined the Premises prior to execution of this Lease and agrees that it is accepting the Premises in its present "AS-IS" condition with no expectation that LESSOR will perform or contribute towards the cost of any leasehold improvements required to prepare the Premises for LESSEE’s occupancy or to obtain a Certificate of Occupancy for the Premises. LESSEE, at its sole cost and expense, shall complete all work necessary to make the Premises ready for LESSEE to conduct its business therein, if any, in accordance with the guidelines set forth in Exhibit B attached hereto.

6. USE OF PREMISES. LESSOR agrees that LESSEE, upon paying the Rent and on performing all terms of this Lease, shall peaceably enjoy the Leased Premises during the term of this Lease. LESSEE agrees:

(a) To use the Leased Premises for any lawful purpose.

(b) To surrender the Leased Premises to LESSOR at the end of the Term or any renewal without the necessity of any notice from either LESSOR or LESSEE to terminate the same, and LESSEE hereby expressly waives all rights to any notice which may be required under any laws now or hereafter enacted and in force.

(c) To surrender possession of the Leased Premises at the expiration of this Lease or upon termination of this Lease as described above without further notice to quit, in substantially the same condition as currently exists, damage by fire and other casualty (subject to the provisions of Section 24 below) and reasonable wear and tear excepted.

(d) To keep the Premises in good condition and repair at LESSEE’s own expense, including all parking lot spaces and/or structures, but with damage by fire and other casualty (subject to the provisions of Section 24 below) and reasonable wear and tear excepted.

(e) To perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers relating to the use of the Premises.

(f) Not to make any occupancy of the Leased Premises contrary to law or contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction or which shall be injurious to any person or property.

(g) Not to permit waste or nuisance.
LESSEE shall pay (a) for any expense, damage or repair occasioned by the stopping of waste pipes or overflow from bathtubs, closets, washbasins, basins or sinks caused by LESSEE or LESSEE'S guests, visitors, customers and invitees, and (b) for any damage to window shades, curtain rods, wallpaper, furnishings, or any other damage to the interior of the Leased Premises.

LESSEE shall upon the end of the Term of the Lease or upon the earlier termination, remove any signs placed upon or about such Leased Premises, and LESSEE shall repair any damage to the Leased Premises which shall be occasioned by reason of such removal or placement.

All repairs, except those specific repairs set forth below which are the responsibility of the LESSOR, shall be made by the LESSEE at its own expense. If LESSEE fails to make such repairs within ten (10) days after LESSOR provides LESSEE with written notice, then LESSOR may make such repairs on behalf of LESSEE and LESSEE shall reimburse LESSOR for such amount on demand by LESSOR.

LESSOR shall be responsible for making only the following repairs: structural repairs to exterior walls, structural columns and structural floors which collectively enclose the Premises, the roof over the Premises, window glass, window casings, window frames, and windows; provided, however, that LESSEE will be required to reimburse LESSOR upon demand if such repairs are caused or contributed by the negligence, gross negligence, or intentional or willful misconduct of LESSEE or LESSEE'S employees, guests, visitors, customers, or invitees. Though this list is not exhaustive, for the purpose of clarity, the following items are expressly the responsibility of LESSEE: doors, door frames, or any attachment thereto, and attachments to said building or Premises used in connection therewith unless otherwise expressly excluded herein, and parking lot.

LESSEE shall perform and pay for routine maintenance of the HVAC UNITS serving the Premises at least one time during the period beginning on September 1st and ending on November 30th of each lease year, at least one time during the period beginning on May 1st and ending on July 31st, of each lease year. LESSEE shall provide to LESSOR proof of the performance of such maintenance upon written request. If LESSEE fails to perform the HVAC UNITS maintenance required under this paragraph, LESSEE shall be solely liable for any repairs required to be made to the HVAC UNITS serving the Premises.

LESSOR will provide HVAC warranty for the first year of the Term. From and after the first year of the Term, LESSEE shall be responsible for the first $500 of each repair cost of HVAC UNITS; provided, however, LESSEE will be required to pay for all repairs and/or replacements of the HVAC UNITS, which are caused or contributed by the negligence, gross negligence, or intentional or willful misconduct of LESSEE or LESSEE’S employees, guests, visitors, customers, or invitees.

LESSEE shall give LESSOR notice of the necessity for such repairs and that such repairs did not arise from nor were they caused by the negligence or willful acts of LESSEE, its agents, concessionaires, officers, employees, licensees, invitees, or contractors.

7. FIXTURES AND TRADE FIXTURES. LESSEE shall make no changes, improvements, alterations, or additions to the Leased Premises unless such changes, improvement, alterations, or additions: (a) are first approved in writing by LESSOR; or (b) will not materially
alter the character of the Leased Premises and will not substantially lessen the value of the Leased Premises. All improvements made by LESSEE to the Premises which are so attached to the Premises that they cannot be removed without material damage to the Premises, shall become the property of LESSOR upon installation. Not later than the last day of the Term, LESSEE shall, at LESSEE’s expense, remove all of LESSEE’s personal property and those improvements made by LESSEE which are not fixtures; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear and tear, and (except as provided in Section 25 below) damage by fire, the elements, casualty, or other cause not due to the misuses or neglect by LESSEE or LESSEE’s agents, employees, visitors, or licensees, excepted. All property of LESSEE remaining on the Premises after the last day of the Term of this Lease shall be conclusively deemed abandoned and may be removed by LESSOR, and LESSEE shall reimburse LESSOR for the cost of such removal.

8. SECURITY DEPOSIT. LESSOR acknowledges that LESSEE has deposited with LESSOR the sum of $5,000.00 ("Security Deposit"), as security, for the full and faithful performance by LESSEE of each and every covenant, condition and agreement of this Lease. In the event LESSEE defaults under this Lease, LESSOR may, but shall not be required to, use, apply or retain the whole or any part of the Security Deposit for the payment of such rent or other payment in default or for any other sum which LESSOR may expend or may be required to expend by reason of LESSEE’s default. Whenever and as often as the amount of Security Deposit shall be diminished by LESSOR’s application thereof, LESSEE shall, upon demand, immediately deposit additional money with LESSOR sufficient to restore the Security Deposit to the original amount set forth in this Section 8. LESSOR shall not be obligated to keep such Security Deposit as a separate fund but may commingle such Security Deposit with LESSOR’s own funds. In the event that LESSEE faithfully and fully complies with all of the terms of this Lease, the Security Deposit or any balance thereof shall be returned to LESSEE after the expiration of this Lease. LESSEE shall not be entitled to any interest on the Security Deposit.

9. INTEREST. Any delinquent payment of Rent or any other monetary obligation that is not paid to LESSOR by LESSEE on or prior to the date such payment is due to LESSOR shall bear interest at a rate of 12% per annum, such interest to be computed from and including the date such payment was due through and including the date of the payment; provided, however, in no event shall LESSEE be obligated to pay interest and late fees higher than the maximum legal rate then in effect.

10. DEFAULT. Each of the following shall be deemed an Event of Default:

(a) Default in the payment of Rent or other payments hereunder beyond five (5) days following LESSEE’S receipt of a written notice of default from LESSOR. Notwithstanding the foregoing, LESSOR shall not be required to provide more than two (2) notices of default in the payment of Rent or other payments hereunder. From and after LESSOR’S delivery of a second (2nd) notice of default to LESSEE, it shall be deemed an Event of Default if LESSEE defaults in the payment of Rent or other payments hereunder when the same are due under this Lease.

(b) Default in the performance or observance of any covenant or condition of this Lease by the LESSEE required to be performed or observed, which is not cured within twenty (20) days following LESSEE’S receipt of a written notice of default from LESSOR.

(c) Abandonment of the Premises by LESSEE.
(d) The filing or execution or occurrence of:

(i) Filing a petition in bankruptcy by or against LESSEE.

(ii) Filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.

(iii) Adjudication of LESSEE as bankrupt; or insolvent; or insolvency in the bankruptcy equity sense.

(iv) An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.

(v) A petition or other proceeding by or against LESSEE for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of LESSEE with respect to all or substantially all its property.

(vi) A petition or other proceeding by or against LESSEE for its dissolution or liquidation, or the taking of possession of the property of the LESSEE by any governmental authority in connection with dissolution or liquidation.

11. **TERMINATION.** Upon occurrence of any Event of Default, LESSOR may, at its option, and in addition to any remedy or right given hereunder or by law, give notice to LESSEE that this Lease shall terminate upon the date specified in the notice unless prohibited by applicable law. The foregoing provisions for the termination of this Lease shall not operate to exclude or suspend any other remedy of the LESSOR for breach, or for the recovery of said Rent for the full term.

12. **REPOSSESSION.** Upon termination of this Lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, the LESSOR may enter forthwith, without further demand or notice to LESSEE, and resume possession of the Leased Premises unless prohibited by applicable law. In no event shall such re-entry or resumption of possession or reletting as hereafter provided be deemed to be acceptance or surrender of this Lease or a waiver of the rights or remedies of LESSOR hereunder.

13. **DEFAULT BY LESSOR.** In the event of any default by LESSOR, LESSEE, before exercising any rights that it may have at law to cancel this Lease, must first send notice by registered or certified mail, or hand delivery, to LESSOR, and shall have offered LESSOR fifteen (15) days in which to correct and cure the default or commence a good faith effort to cure such default.

14. **RELETTING AFTER DEFAULT.** Upon default by LESSEE hereunder and retaking of possession by LESSOR without termination of this Lease, LESSOR shall use reasonable efforts to relet the Premises.

15. **DAMAGES.** Upon default by LESSEE hereunder, LESSEE shall pay to LESSOR without demand or notice the following:

(a) All Rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.
(b) All future Rent and other payments to be due under the terms of this Lease to the extent LESSOR has not been able to offset same by reletting the Premises.

(c) The costs of making all repairs, alterations and improvements required to be made by LESSEE hereunder, and of performing all covenants of LESSEE relating to the condition of the Premises during the Term and upon expiration hereunder, and of performing all covenants of LESSEE relating to the condition of the Premises during the Term and upon expiration or sooner termination of this Lease, such costs to be deemed prima facie to be the costs estimated by a reputable architect or contractor selected by LESSOR or the amounts actually expended or incurred thereafter by LESSOR.

(d) LESSOR’S attorneys’ fees and other costs incurred as a result of LESSEE’S default.

16. **EXCLUSIVITY OF LESSOR’S REMEDIES.** The receipt of Rent after default, or after judgment or after execution, shall not deprive the LESSOR of other actions against the LESSEE for possession or for Rent or for damages, and all such remedies are non-exclusive and can be exercised concurrently or separately, as LESSOR desires.

17. **LESSOR NOT LIABLE FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY.** LESSOR shall not be liable and LESSEE shall defend, indemnify and hold LESSOR harmless for any injury or damage to any person or to any property at any time on said Premises from any cause whatever that may at any time exist from the use or condition of the Premises from any cause, during the Term or any renewal of this Lease. It is understood and agreed that all personal property of any kind, nature or description whatsoever, kept, stored or maintained upon or in the Premises shall be kept, stored or maintained at the sole risk and responsibility of LESSEE exclusively.

18. **TAXES.** Property taxes on the Leased Premises shall be the responsibility of LESSOR. Taxes on the personal property of LESSEE and any sales taxes or other taxes relating to the operation of the Leased Premises shall be the responsibility of LESSEE. All other taxes shall be the responsibility of the party incurring them.

19. **RIGHT OF RE-ENTRY.** LESSOR shall have the right, by itself or agent or with others, to enter the Premises at reasonable hours, upon at least 24 hours advance notice to LESSEE (except in the event of emergency, in which event, notice shall not be required) to examine or exhibit the Premises, or to make such repairs and alterations as shall be deemed necessary for the safety and preservation of the Premises, to inspect and examine, to post such notices as LESSOR may deem necessary to protect LESSOR against loss from liens of laborers, materialmen or others, and for the purpose of permitting or facilitating LESSOR’s performance of its obligations hereunder, or for any other reasonable purpose which does not materially diminish LESSEE’s enjoyment or use of the Premises. LESSOR shall use commercially reasonable efforts to minimize any interruption of LESSEE’S use of the Premises during the exercise of its rights under this Section 19. Upon request, LESSEE shall provide to LESSOR a copy of a key sufficient for LESSOR to enter the Premises.

20. **HOLDOVER.** If LESSEE shall holdover after the expiration of the Term hereof, with the written consent of LESSOR, such tenancy shall be from month to month only, and not a renewal hereof; LESSEE agrees to pay rent and all other charges as provided herein, and also to
comply with all covenants of this Lease for the time LESSEE holds over. LESSEE shall be entitled to possession until LESSOR has given LESSEE thirty (30) days’ notice that such month-to-month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default. If LESSEE shall hold over without the written consent of LESSOR, then LESSEE shall be construed to be a tenant at sufferance at double the Rent herein provided, prorated by the day until possession is returned to LESSOR. LESSEE’s holding over beyond the expiration of the notice period of a lawful Notice of Termination constitutes holding over without the consent of the LESSOR, and LESSEE shall be construed to be a tenant at sufferance, at double the Rent herein provided, prorated by the day until possession is returned to LESSOR, without limitation to LESSOR’s remedies and rights of recovery under applicable law.

21. NATURE OF RELATIONSHIP BETWEEN PARTIES. The sole relationship between the parties created by the agreement is that of LESSOR and LESSEE. Nothing contained in this Lease shall be deemed, held, or construed as creating a joint venture or partnership between the parties.

22. RIGHT OF LESSOR TO PAY OBLIGATIONS OF LESSEE TO OTHERS. If LESSEE shall fail or refuse to pay any sums due to be paid by it under the provisions of the Lease, or fail or refuse to maintain the Leased Premises or any part thereof as herein provided then, and in such event, LESSOR, after ten (10) days’ notice in writing by LESSOR to LESSEE, shall have the right to pay any such sum or sums due to be paid by LESSEE and to do and perform any work necessary to the proper maintenance of the Leased Premises; and the amount of such sum or sums paid by LESSOR for the account of LESSEE and the cost of any such work, together with interest on such amount at the maximum legal rate from the date of payment by LESSOR until the repayment to LESSOR by LESSEE, shall be paid by LESSEE upon demand in writing. The payment by LESSOR of any such sum or sums or the performance by LESSOR of any such work shall be prima facie evidence of the necessity for such work.

23. MECHANICS AND OTHER LIENS. LESSEE shall keep the Leased Premises and improvements at all times during the Term free of mechanics and materialmen’s liens and other liens of like nature that arise out of or are attributable to an act or omission of LESSEE, and at all times shall fully defend, indemnify, and hold LESSOR harmless against all such liens or claims and against all attorneys’ fees and other costs and expenses growing out of incurred by reason or on account of any such liens or claims. Should LESSEE fail to fully discharge any such lien or claim, LESSOR, at its option, may pay the same or any part thereof, and LESSOR shall be the sole judge of the validity of such lien or claim. All amounts so paid by LESSOR, including reasonable attorneys’ fees, together with interest the maximum legal rate from the time of payment by LESSOR until repayment by LESSEE, shall be paid by LESSEE upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate, interest payable monthly, as additional rent.

24. CONDEMNATION. In the event that all or a part of the Premises is taken by eminent domain, if the Leased Premises cannot reasonably be used by LESSEE for their intended purpose, or if LESSOR elects to terminate this Lease, then this Lease will terminate effective as of the date that the condemning authority shall take possession of the same. LESSOR shall be solely entitled to any just compensation awarded; provided, however, LESSOR shall have no interest in any award made to LESSEE for loss of business or for the taking of LESSEE’S trade fixtures, furnishings and other personal property.
25. **CASUALTY.** LESSEE agrees to notify LESSOR of any damages to the Leased Premises by fire or other hazard and also of any dangerous or hazardous condition within the Leased Premises immediately upon the occurrence of such fire or other hazard or discovery of such condition.

Upon occurrence of a fire or other hazard, LESSOR shall make repairs as soon as reasonably possible, unless LESSOR, at its option, decides to not make the repairs, in which case, LESSOR may terminate this Lease by giving LESSEE written notice of termination.

If the LESSOR does not terminate this Lease pursuant to the paragraph above, then LESSOR has thirty (30) days after the date of occurrence to give written notice to LESSEE setting forth its commitment to make all necessary repairs or replacements, the projected date of commencement of such repairs, and LESSOR’s best good faith estimate of the date of completion of the same.

If LESSOR fails to give such notice, or if the date of completion is more than 90 days after the date of the occurrence, then LESSEE may, at its option, terminate this Lease and LESSOR will be obliged to refund to LESSEE any rent allocable to the period subsequent to the date of the fire.

Subject to the following paragraph, LESSEE will have no obligation to pay Rent for the portion of the Leased Premises materially damaged as described in this Section 25 until and unless LESSOR substantially completes any required repairs.

Notwithstanding the foregoing, if the fire or other hazard in question is the result of the action or inaction or default by LESSEE, LESSEE shall not have the right to terminate this Lease, Rent and other charges due from LESSEE hereunder shall not be abated during the period of repair and LESSEE shall be obligated to pay the costs of repair (to the extent in excess of the insurance proceeds received by LESSOR and which are available to pay the costs of repair) and all other damages, loss, costs and expenses suffered or incurred by LESSOR as a result of such fire or other hazard.

26. **WAIVER OF NONPERFORMANCE.** Failure of the LESSOR to exercise any of its rights under this Lease upon nonperformance by the LESSEE of any condition, covenant or provision herein contained shall not be considered a waiver, nor shall any waiver of nonperformance of any such condition, covenant or provision by the LESSOR be construed as a waiver of the rights of LESSOR as to any subsequent defective performance or nonperformance hereunder.

27. **PAROL EVIDENCE CLAUSE.** This instrument constitutes the final, fully integrated expression of the agreement between the LESSOR and the LESSEE, and it cannot be modified or amended in any way except in writing signed by the LESSOR and LESSEE.

28. **SUBORDINATION.** This Lease is subordinate to the lien of all present or future mortgages that affect the Leased Premises and to all renewals, modifications, replacements, and extensions of this Lease. This clause shall be self-operative but, in any event, LESSEE agrees to execute and deliver within ten (10) days any estoppel certificate or other assurances that LESSOR may request in furtherance of this provision.
29. **ESTOPPEL CERTIFICATE.** Within ten (10) days after request by LESSOR at any time or times, LESSEE shall execute in recordable form and deliver to LESSOR a statement, in writing, certifying (i) that this Lease is in full force and effect, (ii) the Commencement Date of this Lease, (iii) that rent is paid currently without any offset or defense thereto, (iv) the amount of rent, if any, paid in advance, and (v) that there are no uncured defaults by LESSOR or stating with specificity those defaults claimed by LESSEE.

30. **INSURANCE.** LESSEE shall at all times subsequent to the Commencement Date and during the entire Term hereof keep in full force and effect, at its sole cost and expense, comprehensive public liability, personal property damage insurance and products liability insurance with limits of public liability not less than Two Million Dollars ($2,000,000.00) per person and Three Million Dollars ($3,000,000.00) per accident, and with limits of property damage liability not less than One Million Dollars ($1,000,000.00). Such policy shall name LESSOR and any other parties in interest designated by LESSOR, including, without limitation, LESSOR and its lender(s), as loss payee and additional insured, as their respective interests may appear, shall be maintained on an occurrence basis and shall contain a provision that the insurer will not cancel, change or fail to renew the insurance without giving LESSOR thirty (30) days' prior written notice. All policies maintained by LESSEE shall be maintained with insurance companies approved by LESSOR, which shall not be unreasonably withheld. LESSEE shall furnish to LESSOR such evidence as LESSOR may require that the insurance referred to in this Section 30 is in full force and effect and that the premiums therefor have been paid.

31. **NOTICES.** Any notice, demand, request, consent or other instrument which may be or is required to be given shall be served personally or sent by Registered Mail by the United States mail, postage prepaid, and addressed to such party, or transmitted by overnight courier or sent via email. Any written notice served personally shall be deemed served on the date of its receipt. Any written notice sent by mail shall be deemed served two (2) business days following the date it is placed in the possession of the United States Postal Service or the next business day with an overnight courier. Any written notice transmitted via email shall be deemed served on the date it is sent so long as it is addressed to the email addresses listed below. Each party may designate by notice in writing, at least five (5) business days before its effective date, a new address or addressee to which any notice may thereafter be given, served, or sent. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 31).

**LESSOR:**

Raut Properties, LLC
1821 Oak Forest Drive E
Troy, Michigan 48085
Attn: Tapan Raut
Email: tapan@synergyrehabinc.com

**LESSEE:**

Operation Grow, LLC dba butter
13631 W. 11 Mile Rd.
Oak Park, MI 48237
Attn: Christopher Klamkin and Daniel Amori
Email: Chris@butterworld.com
32. **SALE BY LESSOR.** In the event of a sale or conveyance by LESSOR of all or part of the Leased Premises, the same shall operate to release LESSOR from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of LESSEE, and in such event LESSEE agrees to look solely to the responsibility of the successor in interest of LESSOR in and to the this Lease. This Lease shall not be affected by any such sale, and LESSEE agrees to attend to the purchaser or assignee. LESSEE agrees to permit LESSOR or its agents, at any time, to place upon or in the window of the leased premises any usual or ordinary For Rent or For Sale signs and to allow prospective lessees, applicants or agents of LESSOR to enter and examine the Leased Premises and to permit LESSOR or LESSOR’s agents, at any time during the term hereof, to conduct prospective purchasers through the Leased Premises during reasonable business hours. LESSOR will use reasonable efforts to provide LESSEE with advance notice of such entry, unless it is impossible, impractical, or unreasonable efforts to provide LESSEE with advance notice of such entry, unless it is impossible, impractical, or unreasonable to do so; however, LESSOR’s failure to provide advance notice of entry will not constitute a default or breach of this Lease.

33. **COURT ACTION, ATTORNEY’S FEES AND COSTS.** If, upon failure of the LESSEE to comply with any of the covenants, conditions, rules or regulations of and in this Lease, suit should be brought for damages on account, or to enforce the payment of Rent herein stipulated, or to recover possession of the Premises or to enforce any provision hereof, LESSEE agrees to pay to the prevailing party attorneys’ fees, costs and expenses incurred in prosecuting these suits.

34. **ASSIGNMENT AND SUBLÉASING.** LESSEE shall not assign, mortgage, or encumber this Lease or any interest in this Lease, nor sublet or permit the Premises or any part thereof to be used by others, without the prior written consent of LESSOR. If LESSEE is not a person, then any sale or transfer of any equity in LESSEE (stock, LLC membership interest, etc.) in excess of 25% of the issued or outstanding equity as of the date hereof shall be deemed an assignment subject to the terms hereof. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by any party or entity other than LESSEE, all rights to extend or renew this Lease, if any, shall, at the option of LESSOR, be deemed null and void, and LESSOR may, after default by LESSEE, collect rent from the assignee, subslee, or occupant and apply the net amount collected to the rent herein reserved. No such assignment, subletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sublessee, or occupant as Lessee, or a release of LESSEE from the further performance by LESSEE of the covenants in this Lease, including the full payment of all rent and charges under this Lease. The consent by LESSOR to an assignment or subletting shall not be construed to relieve LESSEE from obtaining the consent in writing of LESSOR to any further assignment or subletting. In the event LESSEE shall assign or sublet this Lease, all sums or other economic consideration received by LESSEE as a result of such subletting or assignment, whether denominated as rentals or otherwise, which exceed, in the aggregate, the total sums which LESSEE is obligated to pay LESSOR under this Lease (prorated to reflect obligations allocable to that portion of the Premises subject to such sublease or assignment, if less than the whole Premises), shall be paid to LESSOR. LESSEE shall reimburse LESSOR for any costs and expenses that LESSOR incurs, including (without limitation) attorneys’ fees, in connection with any request for an assignment or sublease of the Premises.
35. **INTERPRETATION.** Whenever any word is used in this Lease in the masculine gender, it shall also be construed as being used in the feminine and neuter genders, and singular usage shall include the plural and vice versa, all as the context shall require.

36. **MODIFICATION.** Any modification or amendment of this Lease shall be in writing and shall be executed by all parties.

37. **LIMITATION OF LESSOR’S LIABILITY.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, LESSOR’S LIABILITY UNDER OR RELATED TO THIS LEASE SHALL BE LIMITED TO LESSOR’S INTEREST IN THE PREMISES. IN NO EVENT WILL LESSOR HAVE ANY LIABILITY IN EXCESS OF ITS INTEREST IN THE PREMISES. LESSEE IRREVOCABLY AGREES TO LOOK SOLELY TO LESSOR’S INTEREST IN THE PREMISES FOR RECOVERY OF ANY AMOUNTS DUE FROM LESSOR UNDER OR AS A RESULT OF LESSOR’S OBLIGATIONS UNDER THIS LEASE. IN ADDITION, UNDER ANY AND ALL CIRCUMSTANCES, LESSOR’S AGGREGATE LIABILITY AND OBLIGATION TO PAY UNDER, WITH RESPECT TO OR ARISING IN ANY WAY FROM THIS LEASE OR THE TRANSACTION CONTEMPLATED HEREIN (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE LIMITED TO $7,000 AND LESSEE HEREBY WAIVES ANY CLAIM OR RIGHT TO SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

38. **SEVERABILITY CLAUSE.** If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

39. **LAW TO APPLY.** This Lease shall be construed under and in accordance with the laws of the State of Michigan without regard to conflict of law principles. Those laws shall govern every aspect of the enforcement of this Lease.

40. **USE.** LESSEE covenants and agrees to use the Premises only for office and related uses and for no other purposes without the prior written consent of LESSOR. LESSEE represents and warrants that it has or shall obtain any necessary permits required for such use prior to the Commencement Date. LESSEE’s failure or inability to obtain such permits shall not diminish or obviate any of LESSEE’s obligations under this Lease. LESSEE shall not use the Premises for any purpose in violation of any law, municipal ordinance, or regulation, nor shall LESSEE perform any acts or carry on any practices which may injure the Premises or be a nuisance.

41. **SIGNS.** LESSEE shall not erect or install any exterior or interior roof, wall, window or door signs, advertising media, lettering or placards, without the prior written consent of LESSOR. The installation, maintenance and removal of all signage shall be at LESSEE’S sole cost and expense. LESSEE, at its cost, shall be responsible for obtaining all municipal approvals for such signage. LESSEE shall not install any exterior lighting or plumbing fixtures, shades or awnings, any exterior decorations or painting, or build any fences or make any changes to the fascia of the premises, including windows and window treatments, without the prior written consent of LESSOR. Any signs (including but not limited to lettering size and style) must conform
to LESSOR’S building standards, and as per the code of City of Oak Park, which may be changed from time to time.

42. **PERSONAL GUARANTY.** Christopher Klamkin and Daniel Amori shall, jointly and several, guaranty LESSEE’s obligations under this Lease pursuant to the Personal Guaranty attached to this Lease as Exhibit C and incorporated herein.

43. **REAL ESTATE BROKERS.** LESSOR and LESSEE covenant, warrant and represent to each other that neither party has engaged a broker in connection with this Lease and that no conversation or prior negotiations were had with any broker concerning the renting of the Premises to LESSEE. LESSOR and LESSEE shall protect, indemnify, save and hold harmless the other against and from all liabilities, claims, losses, costs, damages and expenses, including reasonable attorneys’ fees and costs, arising out of, resulting from or in connection with a breach of the foregoing covenant, warranty and representation.

*Signatures on the Following Page*
The undersigned LESSOR and LESSEE execute this Lease to be effective as of the Effective Date.

LESSEE:

OPERATION GROW, LLC
a Michigan limited liability company
d/b/a butter

By:  
Christopher Klamkin
Its:  Authorized Member

By:  
Daniel Amori
Its:  Authorized Member

LESSOR:

RAUT PROPERTIES, LLC,
a Michigan limited liability company

By:  
Tapan Raut
Its:  Authorized Member
Exhibit A
Legal Description of Premises

Land situated in the City of Oak Park, Oakland County, Michigan, described as:

Lots 51, 52 and 53 Northhaven Subdivision, according to the plat thereof as recorded in liber 35, page(s) 26 of plats, Oakland County Records.

Parcel ID: 25-19-227-042

Commonly Known As: 13631 W. 11 Mile Rd., Oak Park, Michigan 48237
Exhibit B

(LESSEE's Work Guidelines)

(a) Any work or improvements that LESSEE shall seek to construct at the Premises ("LESSEE's Work") shall be completed in accordance with the plans and specifications for improvements ("Plans and Specifications") that shall be submitted to LESSOR for its prior approval and be made a part hereof. LESSEE's Work shall not deviate from such specifications without LESSOR's prior written consent thereto.

(b) LESSEE agrees to complete all of its work at its own cost and expense. LESSEE shall not permit the imposition of any lien or other security interest against the Building or the Real Property.

(c) LESSEE hereby indemnifies and holds LESSOR and the principals, agents and employees of LESSOR, harmless from and against any and all damages, claims, costs and/or expenses (including reasonable attorneys' fees) which LESSOR or its principals, agents and/or employees may suffer or incur as a consequence of the construction and/or installation of any improvements by LESSEE or LESSEE's employees, agents or independent contractors.

(d) All of LESSEE's Work shall conform to applicable statutes, ordinances, regulations and codes of all governmental units having jurisdiction over the Premises and any improvements installed therein.

(e) LESSEE and LESSEE's contractors shall carry such type of insurance and in such amounts as shall be reasonably designated by LESSOR and all such policies shall name LESSOR as an additional insured party.

(f) Neither LESSEE nor LESSEE's agents or independent contractors shall be entitled to cut and/or patch openings in the roof for ducts, vents, etc., and the right to so cut and/or patch openings in roof shall exclusively belong to LESSOR. However, the actual, reasonable cost of such work will be at the expense of LESSEE requiring said work.

(g) No approval by LESSOR required hereunder shall be deemed valid unless the same shall be in writing and signed by LESSOR or LESSOR's designated agent. LESSOR shall provide LESSEE with written notice of the designation of each and every agent of LESSOR for purposes of this Exhibit B.

(h) LESSEE agrees to conform its exterior sign to LESSOR's reasonable sign criteria and to provide a drawing of such sign to scale with all specifications written thereon for LESSOR's prior approval. LESSEE agrees to obtain, at its sole cost and expense, necessary permits and to conform to applicable codes.
Exhibit B

(LESSEE's Work Guidelines)

(a) Any work or improvements that LESSEE shall seek to construct at the Premises ("LESSEE's Work") shall be completed in accordance with the plans and specifications for improvements ("Plans and Specifications") that shall be submitted to LESSOR for its prior approval and be made a part hereof. LESSEE's Work shall not deviate from such specifications without LESSOR's prior written consent thereto.

(b) LESSEE agrees to complete all of its work at its own cost and expense. LESSEE shall not permit the imposition of any lien or other security interest against the Building or the Real Property.

(c) LESSEE hereby indemnifies and holds LESSOR and the principals, agents and employees of LESSOR, harmless from and against any and all damages, claims, costs and/or expenses (including reasonable attorneys' fees) which LESSOR or its principals, agents and/or employees may suffer or incur as a consequence of the construction and/or installation of any improvements by LESSEE or LESSEE's employees, agents or independent contractors.

(d) All of LESSEE's Work shall conform to applicable statutes, ordinances, regulations and codes of all governmental units having jurisdiction over the Premises and any improvements installed therein.

(e) LESSEE and LESSEE's contractors shall carry such type of insurance and in such amounts as shall be reasonably designated by LESSOR and all such policies shall name LESSOR as an additional insured party.

(f) Neither LESSEE nor LESSEE's agents or independent contractors shall be entitled to cut and/or patch openings in the roof for ducts, vents, etc., and the right to so cut and/or patch openings in roof shall exclusively belong to LESSOR. However, the actual, reasonable cost of such work will be at the expense of LESSEE requiring said work.

(g) No approval by LESSOR required hereunder shall be deemed valid unless the same shall be in writing and signed by LESSOR or LESSOR's designated agent. LESSOR shall provide LESSEE with written notice of the designation of each and every agent of LESSOR for purposes of this Exhibit B.

(h) LESSEE agrees to conform its exterior sign to LESSOR's reasonable sign criteria and to provide a drawing of such sign to scale with all specifications written thereon for LESSOR's prior approval. LESSEE agrees to obtain, at its sole cost and expense, necessary permits and to conform to applicable codes.
Exhibit C

PERSONAL GUARANTY

The undersigned, Christopher Klamkin, whose address is 22596 King Richard Ct., Beverly Hills, MI 48025, and Daniel Amori, whose address is 3249 Wakefield, Berkley, MI 48072, in consideration of the leasing of the Premises described in that certain Lease (hereinafter referred to as the "Lease"), dated as of April 1, 2022, between RAUT REAL ESTATE LLC, a Michigan limited liability company, whose address is 1821 Oak Forest Drive E, Troy, Michigan 48085, as lessor (hereinafter referred to as "Lessor") and OPERATION GROW, LLC d/b/a butter, a Michigan limited liability company, as lessee (hereinafter referred to as "Lessee"), does hereby covenant and agree as follows:

The undersigned does hereby guarantee the full, faithful and timely payment and performance by Lessee of all of the payments, covenants and other obligations of Lessee under or pursuant to the Lease. If Lessee shall default at any time in the payment of any rent or any other sums, costs or charges whatsoever, or in the performance of any of the other covenants and obligations of Lessee, under or pursuant to the Lease, then the undersigned, at its expense, shall on demand of Lessor fully and promptly, and well and truly, pay all rent, sums, costs and charges to be paid by Lessee, and perform all the other covenants and obligations to be performed by Lessee, under or pursuant to the Lease, and in addition shall on Lessor's demand pay to Lessor any and all sums due to Lessor, including (without limitation) all interest on past due obligations of Lessee, costs advanced by Lessor, and damages and all expenses (including attorneys' fees and litigation costs), that may arise in consequence of Lessee's default. The undersigned hereby waives all requirements of notice of the acceptance of this Guaranty and all requirements of notice of breach or nonperformance by Lessee.

The obligations of the undersigned hereunder are independent of the obligations of Lessee. A separate action or actions may, at Lessor's option, be brought and prosecuted against the undersigned, whether or not any action is first or subsequently brought against Lessee, or whether or not Lessee is joined in any such action, and the undersigned may be joined in any action or proceeding commenced by Lessor against Lessee arising out of, in connection with or based upon the Lease. The undersigned waives any right to require Lessor to proceed against Lessee or pursue any other remedy in Lessor's power whatsoever, any right to complain of delay in the enforcement of Lessor's rights under the Lease, and any demand by Lessor and/or prior action by Lessor of any nature whatsoever against Lessee, or otherwise.

This Guaranty shall remain and continue in full force and effect and shall not be discharged in whole or in part notwithstanding (whether prior or subsequent to the execution hereof) any alteration, renewal, extension, modification, amendment or assignment of, or subletting, concession, franchising, licensing or permitting under the Lease. The undersigned hereby waives notices of any of the foregoing, and agrees that the liability of the undersigned hereunder shall be based upon the obligations of Lessee set forth in the Lease as the same may be altered, renewed, extended, modified, amended or assigned. For the purpose of this Guaranty and the obligations and liabilities of the undersigned hereunder, "Lessee" shall be deemed to include any and all concessionnaires, licensees, franchisees, department operators, assignees, sublessees, permittees or others directly or indirectly operating or conducting a business in or from the Premises, as fully as if any of the same were the named Lessee under the Lease.
The undersigned's obligations hereunder shall remain fully binding although Lessor may have waived one or more defaults by Lessee, extended the time of performance by Lessee, released, returned or misapplied other collateral at any time given as security for Lessee's obligations (including other guaranties) and/or released Lessee from the performance of its obligations under the Lease.

This Guaranty shall remain in full force and effect notwithstanding the institution by or against Lessee, of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the Lease in any such proceedings or otherwise

If this Guaranty or any other Guaranty of this Lease is signed by more than one party, their obligations shall be joint and several, and the release of one of such guarantors shall not release any other of such guarantors.

Neuter terms should also refer, where applicable, to the feminine gender and the masculine gender; the singular reference shall also include the plural of any word if the context so requires.

This Guaranty shall be applicable to and binding upon the heirs, executors, administrators, representatives, successors and assigns of Lessor, Lessee and the undersigned. Lessor may, without notice, assign this Guaranty in whole or in part.

In the event that Lessor should institute any suit against the undersigned for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of Lessor hereunder, or should the undersigned institute any suit against Lessor arising out of or in connection with this Guaranty, or should either party institute a suit against the other for a declaration of rights hereunder, or should either party intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to the fees of its attorney(s) in the reasonable amount thereof, to be determined by the court and taxed as a part of the costs therein.

The execution of this Guaranty prior to execution of the Lease shall not invalidate this Guaranty or lessen the obligations of Guarantor(s) hereunder.

Upon Lessor's written request, the undersigned shall promptly furnish Lessor (in any event, within twenty (20) days of request), from time to time, with financial statements (including, without limitation, operating statements including an annual profit and loss statement for the individual store unit covered by the Lease) reflecting the undersigned's current financial condition, and written evidence of ownership of managing and controlling interests in the undersigned and in any entities which directly or indirectly control or manage the undersigned.

The undersigned shall, without charge and within twenty (20) days after any request of Lessor, certify in writing to any person specified in such request, as to the existence, amendment, validity of this Guaranty, the existence of any default or counterclaim hereunder or under the Lease and any other matter reasonably requested. Any such certificate may be relied upon by any party requesting it and by any person to whom the same may be exhibited.

This Guaranty is made pursuant to and shall be interpreted and applied in accordance the laws of the State of Michigan.
The undersigned has executed this Guaranty this 1st day of April, 2022.

By: [Signature]
    Christopher Klamkin

Address: 22596 King Richard Ct.
         Beverly Hills, Michigan 48025

By: [Signature]
    Daniel Amori

Address: 3249 Wakefield
         Berkley, Michigan 48072