



Detroit Herbal Center

AU-R-000897

This entity qualifies for the Gold level tier of
the Social Equity All-Star Program



DETROIT
Herbal Center

SOCIAL EQUITY PLAN



Social Equity Plan

Section 8 of the Michigan Regulation and Taxation of Marihuana Act (MRTMA) requires the Cannabis Regulatory Agency (CRA) to promulgate rules including “a plan to promote and encourage participation in the marihuana industry by people from communities that have been disproportionately impacted by marihuana prohibition and enforcement and to positively impact those communities” (MCL 333.27958, 2018 IL 1). In compliance with State requirements, the Company has promulgated this Plan to actively address all potential social equity issues.

Social Equity is important to Detroit Herbal Center, LLC (“the Company.”) That is why the Company is committed to active participation in the communities in which it operates. Active participation in our communities will allow the Company to seamlessly integrate into the business community of our choosing within the State of Michigan. The Company is committed to helping communities across the State of Michigan and is actively seeking engagement with local organizations. Social equity has become a term of art in the marihuana industry; however, social equity implies much more than disproportionately impacted communities.

In addition to creating opportunity within disproportionately impacted communities, the Company wants to expand social equity to community involvement. This includes commitments to giving back to the community and relevant organizations every year, hiring from within our community, targeting those previously considered low income for higher paying jobs, and creating a promote from within culture. All the while, staying compliant with Federal, State, and City employment practices.



The Company is collaborating with many organizations in and around the State of Michigan to implement programs that allow us to help those in need in the community. Community involvement and collaboration will be centered on and focused on ways in which our Company can assist existing social and equitable organizations within and around the community. Company approach to community involvement will not be a top down approach, instead, it will be collaboration between Company representatives and community organizations. Collaboration will help the Company find out ways to help organizations where they actually require the assistance.

The Company is committing to hiring at least twenty-five (25) percent of its workforce from communities which have been disproportionately impacted by marihuana prohibition. The Company will conduct recruitment seminars and active job fairs in areas that are disproportionately impacted, to allow for ease of access to Company applications. Additionally, the Company will have online application resources for all potential applicants to utilize.

The Company will focus its recruitment efforts in municipalities that have been disproportionately impacted by marihuana prohibition. Further, within those communities and our own community, the Company will encourage those that qualify for social equity in other ways (e.g marijuana misdemeanor or felony or caregiver experience) to apply for open positions. It is important for the Company to actively advertise its ability to hire people with these backgrounds, as previously under the MMFLA, even expungable felonies related to marijuana were a bar to employment. Under the MRTMA, the Company can offer good paying careers to applicants from all walks of life.



The Company's goal with equal employment is to provide for a diverse, non-discriminatory environment for all employees and potential employees. In accordance with MDHHS and MIOSHA policy, it is also The Company's mission to facilitate a culture of equal opportunity regardless of age, color, disability, height, weight, genetic information, marital status, national origin, partisan consideration, race, religion, sex, and sexual orientation as defined by federal laws, state laws, and regulations in our relations with employees.

In order to ensure that this standard is upheld, The Company, anticipates it will:

- Regularly conduct performance evaluation of supervisors, if any, on their specific efforts to support MIOSHA's EEO policy;
- Creating a thorough discrimination and harassment intake and reporting protocol, with outlined procedures for addressing any accusations of impropriety as it relates to discrimination and harassment in the workplace.
- Anonymous reporting systems through Human Resources;
- Promotion from within and minority training and advancement opportunities for current employees;
- Establish a reporting system from which to analyze the status of employees;



- Take positive actions through selections, on-the-job training, work assignments, formal training, etc., to ensure that the minority and female representation of our employees is at least consistent with MIOSHA's goals (taking into account the diversity make-up of the population in The Company's geographical locations);
- Cooperate with inquiries and investigations of equal employment opportunity complaints and participate, if required, in the hearing process; and
- Work with persons in social equity communities, including appearances at job fairs, expos, and networking events.

This list should not be viewed as an exhaustive list of initiatives, but only as an example of the procedures and policies the Company hopes to implement to ensure a workplace environment that facilitates and celebrates its workforce's diversity and inclusion in an appropriate manner.

Detroit Herbal Center, LLC
14325 Wyoming Ave,
Detroit, MI 48238



DETROIT
Herbal Center

CORPORATE SPEND PLAN



CORPORATE SPEND PLAN

In our commitment to community empowerment and fostering diversity, our Corporate Spend Plan reflects a dedication to the development of the community. With a goal of stimulating the local economy, we will be sourcing products sold at our facility from underserved communities and actively supporting local initiatives. Specifically, Detroit Herbal Center, LLC is allocating up to 10% of our expenses for products developed, grown, and/or sold by diverse suppliers in and around the community in which we operate. Further, up to 1% of total revenue will be allocated for community support. We aim to create a positive impact beyond our organizational boundaries, by impacting the people working in and committed to the development and success of our community.

1. Operating Expenses (89%):

- a. Personnel (60%): Prioritizing fair employment practices and opportunities for individuals from local and underserved communities.
- b. Facilities (15%): Exploring partnerships with local businesses for maintenance services, contributing to the growth of the community.
- c. Marketing (10%): Supporting local and diverse marketing agencies to ensure a broad representation of perspectives in our promotional efforts.
- d. Technology (4%): Collaborating with tech companies from underserved areas to promote inclusivity in the industry.



- e. Miscellaneous (5%): Allocating funds for unforeseen needs that may arise in our commitment to community support.

2. Diverse Supplier Products (10%):

- a. Actively seeking partnerships with suppliers from within our communities to ensure a diverse, inclusive, and local supply chain.
- b. Promoting fair trade practices to empower local businesses and contribute to economic development in these communities.

3. Community Support (1%):

- a. Establishing a fund dedicated to community initiatives, such as education programs, skill development, or local infrastructure projects.
- b. Actively participating in and supporting local events, charities, and social enterprises that align with our mission of community empowerment.

This spend plan not only enhances our business operations but also creates a ripple effect of positive change, fostering economic growth, and social development in the communities we serve. It's a testament to our commitment to making a meaningful impact beyond our bottom line.

LIST OF DIVERSE SUPPLIERS

1. DETROIT FLOWER GROVE INC – FEMALE OWNED – OPERATING IN THE CITY OF DETROIT
2. FLURESH, LLC
3. DF MICHIGAN ONE, LLC – JEETER
4. 3843 EUCLID, LLC – CHILL – HYMAN BRANDS – LOCALLY OWNED
5. D&K VENTURES, LLC – DETROIT EDIBLES
6. RWB MICHIGAN, LLC – PLATINUM VAPES
7. GLOBAL TREE COMPANY, LLC – ZAZA FACTORY
8. IVP HOLDING, LLC – PRESSUIRE PACK
9. NORTH WEST CONFECTIONS MICHIGAN LLC – WYLD
10. EPS I, LLC – MITTEN EXTRACTS
11. EMPIRE BRANDS
12. STIIIZY

GOOD NEIGHBOR PLAN

Detroit Herbal Leaf (the Company) has been an active member of the community since prior to opening its doors as a medical marijuana provisioning center. The Company prides itself on being integrated into the community. This plan has been crafted to do the following:

- Demonstrate the Company's involvement in the community
- Explain the annual commitments made by the Company
- Provide a Community Outreach Plan; and
- Detail the Community Outreach Report and activities done by the Company

COMMUNITY INVOLVEMENT – LAST 5 YEARS

The Company has been an active participant of the community surrounding the property at 14325 Wyoming Ave. The Company has conducted multiple events prior to and during its tenure in Detroit. All conducted outreach and involvement have been to the direct support of the community directly around the facility.

Annual Turkey Drive

The Company has conducted a yearly turkey drive during the holidays. The event is open to the public and highly advertised in the surrounding community. The Company has conducted this event every year since 2017. The Company provides these turkeys to the members of the community and surrounding areas at no cost and includes with the turkeys canned food and basic necessities during the holidays. Below are pictures from these events.



Gas Card Giveaway



The Company has identified sky rocketing gas prices are a real issue in our community. To help assist the general population, the Company has conducted a yearly gas card give away. To date the Company has distributed more than 300 \$25 gas cards to patrons of the facility and the surrounding community.

Christmas Gift Giveaway

In the spirit of the holidays, the Company has conducted yearly Christmas gift giveaway. Multiple gifts are offered and are raffled off. The Company treats this like an event and has given out a free 50" LED TV as the grand raffle prize every year.

Covid Supplies

At the height of the Covid, the Company provided all patients with reusable facemasks to ensure medical patients had access to personal protective equipment. The facemasks were offered with or without purchase and were provided to patients in the lobby/entrance area.

Local Employment for Ancillary Services

The Company believes in keeping business within the community.

As an existing business, there are many services that need attending to. The Company has and will continue to hire Detroit businesses to provide those services. The Company is committed to the following:

- Landscaping and lot beautification;
- Parking lot resurfacing and striping;
- LED and Lighting Fixtures;
- Grass Cutting; and
- Window Cleaning

Neighborhood Legal Services Michigan

The Company has provided a letter of endorsement from Neighborhood Legal Services Michigan. Dr. Dana Dooley and the Company have collaborated to assist at risk families in the City of Detroit. The Company has provided funding, outlets, employment, and basic legal services to people in the City of Detroit. The work between the Company and Neighborhood Legal Services has been consistent and ongoing for the previous six years. The goal of this collaboration is to ensure basic necessary legal services are provided to at risk families to improve their quality of life.

Local Training

The Company believes all who wish to work in the cannabis industry should be afforded the opportunity to work. However, a consistent barrier to entry employment is a lack of training or experience. To combat that issue, the Company has provided free training seminars to the local community. The training seminars offer introductory level training and information for would be employees. The seminars focus on compliance, Metrc, expectations, and practical operational requirements. These seminars are offered at least once every year and are heavily advertised in and around the community where the facility is located. Below is an actual example of the advertisement for the training seminar.

Cannatron x Ooze Foundation Local Organization

Cannatron is a local organization based out of Oak Park and the parent company of the Ooze Foundation, a local 501(c)(3). The Company is a non-profit with the goal of easing the burdens of poverty on residents of Southeast Michigan. The Company has consistently participated and been an active contributor to the cause. Separate and distinct from the efforts detailed above, the Company has, contributed to the Ooze foundation in the following ways:

- Annual Contributions Starting in 2020 of more than \$5,000
- Donation of over 50,000 face masks to food banks, hospice centers, police departments, and other community organizations;
- Establishment of the Shades of Pink Foundation;
- Oozemas Christmas Toy Drive; and
- Thanksgiving Food Drive Contributions

A letter from Cannatron detailing the Company's involvement and contributions to the community is attached as Exhibit A.

REACH CBA

The has worked with REACH Youth Education Program since 2017. REACH provides access to intramural sports, sport leagues, computer programming, and the like to children and teenagers in the community. The Company has donated money and resources to REACH to help empower and provide for the children and teenagers in the community. The Company has entered into a Community Benefits Agreement with the organization that ensures REACH is provided with an annual contribution of at least \$18,000. Additionally, the Company has completed an Addendum to that initial agreement which ensures REACH is granted an additional .25% of gross revenue. The original CBA and Addendum have been included as Exhibit B.

EMPLOYMENT, PURCHASING, & DONATION COMMITMENTS



Detroit Herbal Center, LLC
14325 Wyoming Ave,
Detroit, MI 48238



The Company, in its current medical marijuana operation already employs more than 50% of its staff from the City of Detroit, with a compensation of at least \$15/hr. The Company is committed to continuing this trend and ensuring at least 50% of the jobs at the facility are reserved for Detroit residents and pay shall remain at least \$15/hr.

The Company is committed to ensuring those previously persecuted for the use of marijuana are welcomed into the recreational industry. To that effect, at least 30% of the full time employees will be people who have a prior controlled substance record. These employees, like all Company employees will be paid at least \$15/hr.

As discussed earlier, the Company is committed to the development and proliferation of business in this community. The Company will be working with locally owned businesses to source necessary goods and services for the operation of the business. The Company is committed to purchasing at least 50% of necessary goods and services from local owned businesses. The Company will extend this commitment to include all marijuana product offerings, packages, security services, and the like. The Company already receives security services from a local company based out of the City. The Company already is contracted with local landscapers for landscaping and beautification services. The Company hopes its commitments to the community will result in a booming local economy that will support business and community affairs into the future.

The Company is committed to reinvest of revenue in the local community. The Company is committed to the contribution of .25% of gross revenue to a Detroit based tax exempt charitable organization that operates within the community where the facility is located. The Company is also willing to extend this contribution to a fund made by Detroit for Social Equity initiatives and substance use prevention programs. As a Social Equity Applicant, the Company believes in the power of community and contribution, as such the Company, when feasible will be increasing their contribution from .25% to .50%.

COMMUNITY OUTREACH PLAN

As stated above, the Company is an active participant in the community. As recently as last week, the Company was invited to participate in monthly meeting of the Northwest Community Block Club (NWCBC). The NWCBC is a local organization that consists of members of the community directly surrounding the facility. The Company has made commitments to the NWCBC to be an active participant in the community and continually inform them of changes and opportunities in the industry. The NWCBC, is not the only community organization in the region. Previously, the Company has worked with organizations such as REACH, Adopt-A-Block, and the like to ensure the Company was intimately involved with the community; that will not change.



The Company will engage, educate, and apprise the community in the according to the following plan.



Employment and Social Equity Opportunities

In the event that the Company loses an employee, the replacement will be found from the community. The Company will utilize its resources and contacts in the community to place job opening notices. The Company will attend meetings for local organizations, utilize local job boards, and even host local job fairs at the facility if necessary. The Company will send out blast emails to those community members who have opted into the “Notice of Employment Opportunity” list. All pertinent job details including pay, benefits, expected responsibilities, and hours will be provided in any listings or publications utilized. For any potential job candidates that are not hired after the initial employment offerings are filled, the Company will save local community members’ applications for contact in the event of a future opening. Finally, the Company will also be looking for candidates at the education and training sessions described below.

The Company is a Social Equity Applicant and understands the importance of including local community members in the pursuit of equity in the marijuana industry. As such, the Company, in conjunction with its attorneys will provide social equity qualification training courses to the local community. Training courses will teach local community members how to:

- Join the Joint Ventures Pathway Program;
- Apply for Social Equity Qualification;
- Apply for Social Equity Positions with the Cannabis Regulatory Agency; and
- Social Equity State Fund Applications

Training and Education Commitments

The Company will continue its Training and Education seminars as described above. In addition, the Company will be adding at least one new training session per year. This will allow the Company to maximize knowledge within the community. Training and education seminars will continue to be free and offered in a location that allows for easy access for community members. The Company will allow all that attend the local training and education seminars to provide their resume for immediate consideration upon opening of an employment opportunity.

COMMUNITY OUTREACH REPORT

The Company has demonstrated throughout this attachment how it is involved with the local community. As an operational business, without any requirement to do so, the Company has complied with many of the categories that are scored under this application. The Company has already maintained a staff that is at least 50% from the City of Detroit. The Company has committed and maintained an employee compensation package that starts at \$15/hr for all employees. The Company has engaged with local non-profit organizations from within the City of Detroit, the local community, in communities directly surrounding Detroit, and local block clubs.

The Company will continue with this method of business and activity within the community. The Company’s current practices have successfully entrenched it within the community and demonstrate a commitment to the uplifting and prosperous effect businesses can have on the locality. The Company has brought on a Social Equity partner to make this business a Joint Venture between the previous owner and the Social Equity owner. The Company is committed to honoring all pledged Employment, Purchasing, & Donation Commitments made above.

Detroit Herbal Center, LLC
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The Company has conducted local training and education seminars to ensure the local community is prepared to enter the marijuana industry workforce. The Company is committed to offering jobs to those trained and educated in those seminars by ensuring their information and resumes are stored for future job openings. Working with local organizations like NWCB, REACH, Adopt-a-Block, and the like will ensure that when opportunities in the Company are available all in the immediate surrounding neighborhood are apprised. The Company will hold Social Equity seminars with attorneys with almost a decade of marijuana industry experience. Social Equity seminars will allow those in our local community to fully take advantage of all benefits intended by the Social Equity Program.

The Company has already been working towards the goals of this “Report” since before this “Report” was a requirement. The Company has demonstrated a deep commitment to the Detroit community as a whole, and more specifically the community directly surrounding the facility. The Company has through this plan demonstrated substantial compliance with all requirements of this section and should be awarded the full points under this section.

GOOD NEIGHBOR PLAN
DETROIT HERBAL CENTER, LLC AND R.E.A.C.H EDUCATIONAL PROGRAM
CITY OF DETROIT, MICHIGAN

This GOOD NEIGHBOR PLAN is made and entered into as of this 14th day of June, 2021, by and between Detroit Herbal Center, LLC (DHC) a Michigan limited liability company and applicant for a proposed Medical Marijuana Provisioning, Cultivation, and Processing Facility (“Facility”) to be located at 14325 Wyoming St. Detroit, Michigan 48204 and R.E.A.C.H EDUCATIONAL PROGRAM, a Michigan 501(c)3 non-profit organization registered in the State of Michigan, based in the City of Detroit.

RECITALS

- A. R.E.A.C.H EDUCATIONAL PROGRAM is a recognized citizen participation organization for the greater Detroit Community.
- B. The purpose of this Agreement is to provide for a coordinated effort on the part of DHC to support the community benefits of R.E.A.C.H EDUCATIONAL PROGRAM, a 501(c)3 organization, by:
 - 1. Fostering a spirit of volunteerism, with an emphasis on addressing the needs of the less fortunate;
 - 2. Increasing employment while creating economic opportunities for local businesses and residents; and
 - 3. Enhancing the area surrounding our property with foliage and beautification; and
 - 4. Promoting an increase in public safety in the area surrounding the facility.

DEFINITIONS

“Owner” means DHC

“Development” means the Provisioning, Cultivation, and Processing Facility located at 14325 Wyoming St, Detroit, MI 48204

“Successors” or “R.E.A.C.H” mean successors in interest, transferees, assigns.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein and other consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I: COMMITMENTS BY OWNER

- A. **Purpose.** It is a goal of the community to provide for environmentally safe Facility,

construction, and design. The measures outlined in this Article are designed to support R.E.A.C.H EDUCATIONAL PROGRAM to promote the overall sustainability of the neighborhood and the mission statement of their projects.

- B. **Commitments.** The commitment by DHC will help the community and increase property values and the desire for residents and business owners to locate in the Detroit area. DHC agrees to assist R.E.A.C.H EDUCATIONAL PROGRAM in assistance of the awareness by way of volunteerism, charitable donations, and community engagement.
- C. **Hours of Operation.** DHC shall comply with City code relating to noise and hours of work, which stipulates operation between the hours of 8:00 a.m. and 10:00 pm. on weekdays or less, during Saturdays and Sundays, and state and federal holidays. If the City Code hours of operation are amended, the Owner will follow the new hours of operation.
- D. **Odor Mitigation.** DHC has plans to address concerns about odor emanating from our facility and has integrated plans into its facility's design and business plan to address these concerns specifically, in compliance with both local and State requirements. In part of these plans, DHC will include a plan to effectively implement odor mitigation equipment and tactics into the facility to prevent nuisance odors from affecting the community.
- E. **Noise Mitigation.** DHC will favor equipment that makes minimal noise in its facility and will utilize the other sound-dampening technologies. Many of the security features DHC will use such as reinforced doors, windows and walls have added bonus of being sound-dampening as well.
- F. **Education.** DHC will provide educational materials to the community that focus on City and State compliance and drug and alcohol awareness.
- G. **Landscape Maintenance.** DHC shall maintain all landscaping that is on its property in a way that is neat and acceptable to the community with foliage for privacy and beautification.

SECTION II: ECONOMIC DEVELOPMENT AND EMPLOYMENT DUTIES OF OWNER

- A. **Hiring Practices.** DHC shall make best efforts to hire from within the community. The Company will attempt to source at least 40% of the staff shall be hired from the Detroit Community focusing within the zip code of 48212 as first option.
- B. **Preferred Business Sectors.** If owner embarks on area development in the Detroit area, owner shall consider the following types of businesses, which have been identified by the community as 'business sectors to solicit' in order of preference are as follows:
 - healthcare and wellness services
 - restaurants and cafes

- community facility

SECTION III: OWNER DUTIES TO COMMUNITY

- A. **Parking.** DHC shall provide adequate parking for its vendors and visitors.
- B. **Community Event.** DHC shall support events in the community.
- C. **Security.** DHC agrees to provide on-site security, when all parts of the facility have been completed, approved, and are operational. Owner will continue to cooperate with police and law enforcement and provide security camera footage upon request.

SECTION IV: IMPLEMENTATION OF AGREEMENT

- A. **Establishment of Implementation Committee.** To assist with the implementation of this Agreement, the parties shall establish an Implementation Committee. The Implementation Committee shall be composed of a member of DHC staff and a representative selected by R.E.A.C.H.
- B. **Approval.** This Good Neighbor Plan is based upon Special Land Use and Business License approval in the City of Detroit for adding a Cultivation facility and Processing facility to the existing Provisioning Center facility.
- C. **Meetings.** The Implementation Committee shall meet in a good faith effort to develop strategies for implementation of the requirements, policies and programs set forth in this Agreement. The Implementation Committee shall meet at least one time annually as agreed by the parties. At such meetings, any party may raise issues related to implementation of this Agreement, in an effort to facilitate open dialogue, resolve implementation challenges, and advance the goals of the parties regarding the Development. All parties shall ensure that representatives attending Implementation Committee meetings are appropriate individuals for issues to be discussed, possessing relevant technical and policy expertise.

SECTION V: DHC COMMITMENT AND DUTIES

NOW THEREFORE, in consideration of Owner's commitments set forth in this Agreement, R.E.A.C.H EDUCATIONAL PROGRAM supports the licensing of the Cultivation and Processing Facilities subject to all requirements in the city code. R.E.A.C.H'S support, however, does not preclude any of its individual members from commenting on, contesting, or otherwise exercising any and all right of the public with respect to the Cultivation and Processing facilities.

- A. **Mutual Covenants.** R.E.A.C.H covenants not to sue, challenge, or contest, administratively, judicially, or publicly, any of the approvals for the Cultivation and Processing Facility. Owner covenants not to sue R.E.A.C.H organization based on R.E.A.C.H exercise of its right to make permissible public comments.

- B. **Permissible Public Comment.** Notwithstanding the foregoing, R.E.A.C.H retains the right to make public comments regarding the Cultivation and Processing facilities, if what is proposed is not, in R.E.A.C.H 's reasonable opinion, consistent with the terms of this Agreement. R.E.A.C.H also retains the right to suggest changes in aspects of the documents and approval terms being considered, so long as such comments are consistent with the letter and spirit of the provisions of this Agreement. R.E.A.C.H organization agrees that before making such public comments, it shall use its best efforts to address the issues in question with Owner at Implementation Committee meetings. Nothing in this Agreement shall preclude R.E.A.C.H organization from asking the City to include all or part of the terms of this Agreement into the City's development agreements or into City approvals related to the Development.
- C. **DHC Reimbursement.** DHC Monetary Contributions to R.E.A.C.H YOUTH PROGRAM. DHC shall donate \$18,000.00 annually to R.E.A.C.H EDUCATIONAL PROGRAM with donations commencing upon issuance of a Business License to DHC for Cultivation and Processing Facilities by the City of Detroit. Annual donations shall be made one of two ways; the first option, is a one-time lump sum payment, paid every February. The second option, is a recurring monthly payment of \$1,500. Payment manner shall be decided by DHC and payment shall continue for the specified term of this Agreement. The payments shall be made to R.E.A.C.H YOUTH & EDUCATIONAL PROGRAM and delivered to the Executive Director/Treasurer of the R.E.A.C.H EDUCATIONAL PROGRAM. R.E.A.C.H shall provide DHC with a signed receipt for each donation.
1. In the event that DHC is awarded equivalent recreational licenses by the City of Detroit for a retail facility, cultivation facility, and processing facility, an additional \$10,000.00 (ten thousand) shall be added to the annual contribution during the term of this Agreement. DHC shall again be entitled to payment of the contribution as a lump sum or as equal monthly payments spread out over the course of the year.

SECTION V: MISCELLANEOUS

- A. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- B. **Severability.** If any term, covenant or condition of this Agreement, or portion thereof, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- C. **Binding on Successors.** This Agreement shall be binding on and inure to the benefit of R.E.A.C.H EDUCATIONAL PROGRAM, R.E.A.C. H's Successors, and Successors to any Successors of R.E.A.C.H EDUCATIONAL PROGRAM. R.E.A.C.H will seek DHC approval ahead of any voluntary transfer any non-charitable entity or person. This Agreement shall be binding on and inure to the benefit of DHC, Owner's Successors, and Successors to any Successors of Owner. Owner's Successors include, but are not limited to, any party who purchases, inherits, or otherwise inherits, DHC. Except as otherwise

indicated, references in this Agreement to a party shall apply to any successor in interest, transferee, assign, agent, and representative of that party. It is understood that the binding nature of this Agreement is binding on the Company in its entirety and not any individual member or interest holder.

SECTION VI: REMEDIES AND ENFORCEMENT.

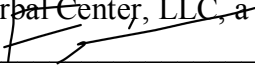
- A. **Default.** Failure by any party to perform or comply with any term or provision of this Agreement, after written notice delivered via certified mail and email and not cured within 60 days, shall constitute a default under this Agreement.
- B. **Sixty-Day Right to Cure.** If either party believes that the other party is in default of this Agreement, it shall provide written notice by certified mail and email to the allegedly defaulting party of the alleged default; offer to meet and confer in a good-faith effort to resolve the issue; and provide sixty (60) days to cure the alleged default, commencing at the time of the notice. Any notice given pursuant to this provision shall specify the nature of the alleged default, and, where appropriate, the manner in which the alleged default may be cured.
- C. **Implementation Meetings and Mediation.** Before and during the 60-day right-to-cure period described above, the parties may attempt to resolve any alleged default at the regularly scheduled Implementation Committee meetings, or in mediation requested by either party.
- D. **Remedies.** In the event that a party is alleged in default under this Agreement, the party alleging default may elect, in its sole and absolute discretion, to waive the default or to pursue legal proceedings to enforce this Agreement or seek other legal or equitable relief after expiration of the 60 days right to cure period. The venue of any action shall be the State of Michigan/local courts.
- E. **Term.** This Agreement shall become effective on the date of mutual execution of this Agreement and shall terminate 5 years from such date, with option for additional 2-year renewal or until the Owner ceases to operate at this location, whichever is sooner. All commitments of the parties described herein are effective upon the effective date of this Agreement, unless otherwise specified.
- F. **Construction.** Each of the parties has had the opportunity to be advised by counsel with regard to this Agreement. Accordingly, this Agreement shall not be strictly construed against any party, and any rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Agreement.
- G. **Entire Agreement.** This Agreement contains the entire agreement between the parties. This Agreement may not be altered, amended or modified except by an instrument in writing signed by the parties hereto.
- H. **Correspondence.** All correspondence shall be in writing and shall be addressed to the

affected parties set forth below. A party may change its contact person or address by giving notice in compliance with this Article.

- I. **Authority of Signatories.** The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of their respective parties.
- J. **Further Assurances.** DHC agrees to work with community group members in good faith, to try to resolve issues raised related to this Agreement in a manner that is consistent with the spirit of the provisions of this Agreement. If DHC and R.E.A.C.H organization agree on changes to the terms of this Agreement, the parties shall amend this Agreement in accordance hereto.

[REST OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties here caused this Agreement to be duly executed by their respective authorized officers.

Detroit Herbal Center, LLC, a registered Michigan Liability Company
By:  _____

Print name: Fidal Auri, Member

Date: 07/11/2021

R.E.A.C.H EDUCATIONAL PROGRAM
501(c)3 Organization, a registered Michigan non-profit organization
By:  _____

Print name: Marcus Webster, Managing Member

Date: 07/11/2021

ADDENDUM TO DETROIT HERBAL CENTER AND
REACH EDUCATIONAL PROGRAM GOOD NEIGHBOR PLAN

This Addendum is made to the original Good Neighbor Plan/Community Benefits Agreement between Detroit Herbal Center, LLC ("DHC") and REACH Educational Program ("REACH"). Specifically, the below sections in question shall be amended to reflect the following considerations:

1. Section 2(A) – Employment requirements for DHC shall be increased from 40% to a minimum requirement of at least 50% of employees working at the facility shall be from the City of Detroit.
2. Section 2(A) – Employment requirements for DHC shall be expanded to include the requirement that 30% of full time employees have a prior controlled substance record.
3. Section 2(A) – DHC shall institute a minimum starting pay schedule which begins at \$15 per hour.
4. Section 4(B) – It is agreed that the approval for a recreational retailer is included in the necessary approvals in order to institute additional benefits included in Section 5(C)(1).
5. Section 5(C)(1) – This section shall be amended to reflect the additional contribution from DHC if approved for a recreational retailer facility in the City of Detroit shall be the greater of \$10,000/yr or .25% of gross revenue.

DHC

By: [Signature]

Its: Member

Date: 09/18/2022

REACH

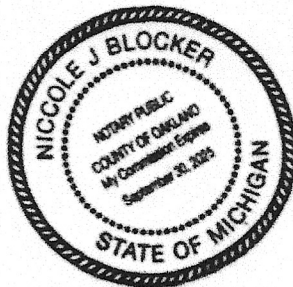
By: [Signature]

Its: President

Date: 09/18/2022

NOTARY ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 18 day of September, 2022,
by Fidal Auri & Marcus Webster



[Signature]
Signature of Notary Public

Nicole J. Blocker
Printed Name of Notary Public

State of Michigan

County of Oakland

My Commission Expires 9/30/25