

**AGREEMENT**

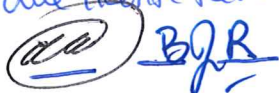
This Agreement is made this 17<sup>th</sup> day of March, 2024 by and between Farm Marcellus LLC (“Farm Marcellus”), a Michigan limited liability company with its registered office at 1001 Woodward, Ste 05-A117, Detroit, MI 48226 and Pulaski Township, a Michigan civil township with its office at 12363 Folks Road, Hanover, MI 49241.

**WHEREAS,**

- (1) Pursuant to validly enacted Township Ordinances, the Township issued certain licenses to Comco, LLC to operate specific marijuana/cannabis facilities at four locations in the Township – 12584 Wooden Road, 12559 Luttenton Road, 8891 Pulaski Road and 11990 Pulaski Road;
- (2) The Township received complaints about Comco, LLC’s operation of these facilities including lack of proper fencing and violation of the Township’s odor requirements for marijuana/cannabis facilities which ultimately led the Township to issue a Notice of License Revocation Hearing on January 10, 2023;
- (3) The Township represents that since the time of this notice, the Township has been involved in ongoing discussions with Comco, LLC and its representatives to remedy the Township’s alleged violations of Section 7(E), 7(I), Section 8(R), and Section 10(U) of the Township’s Medical Marihuana Ordinance and Sections 7(I), Section 8(R), and Section 10(U) of the Township’s Recreational/Adult Use Ordinance. No hearing has yet been held on these alleged violations and the violations remain pending;
- (4) Farm Marcellus desires to purchase the Township licenses held by Comco, LLC;

**THEREFORE**, for good and valuable consideration, both parties acknowledge was received, the parties hereby agree as follows:

- (1) If Farm Marcellus complies with the terms of this Agreement, the Township will not interfere with, and hereby consents to, the transfer of any license from Comco, LLC to Farm Marcellus. Farm Marcellus is still required to comply with all provisions of the Township Ordinance for transfer including, but not limited to Section 6(C) of the Township’s Medical Marihuana Ordinance (Ordinance No. 28) and Section 6(C) of the Township’s Recreational/Adult Use Ordinance (Ordinance No. 29).
- (2) Farm Marcellus agrees that as a condition of the transfer of the licenses and prior to initiating any marijuana/cannabis operations under the transferred licenses, Farm Marcellus will pay all outstanding real and personal property taxes due and owing by Comco and/or on any of the properties for which Farm Marcellus seeks a license transfer.

*and any back  
due license fees.*  



- (3) Farm Marcellus agrees that it will ensure the properties for which licenses are transferred from Comco are promptly brought into compliance with the Township’s Medical Marihuana Ordinance (Ordinance No. 28) and/or the Township’s Recreational/Adult Use Ordinance (Ordinance No. 29)
- (4) Farm Marcellus agrees that all of its operations in the Township will at all times remain in compliance with all applicable laws, rules, and regulations.
- (5) This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written, relating to the subject matter hereof.
- (6) This Agreement shall be interpreted in accordance with, and governed by the laws of, the State of Michigan. This Agreement may be executed by facsimile or email and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute a single instrument.
- (7) This Agreement, including all its terms, conditions, and obligations, is binding upon and inures to the benefit of the parties and all of their respective successors, assigns, heirs, and legal representatives. In the event of any merger, acquisition, or other change in corporate structure involving any party to this Agreement, the rights and obligations hereunder shall be assumed and honored by the surviving or resulting entity. The provisions of this Agreement are intended to extend to and be enforceable by all successors and assigns, ensuring the enduring applicability of the terms herein.


By signing below, each party acknowledges that it has had an opportunity to review this Agreement with counsel of its choice, that it is satisfied with all the terms, conditions, obligations and responsibilities contained in this Agreement, that no other representations, warranties, guaranties, or promises, either written or oral, have been made to either induce or coerce the Parties to accept and sign this Agreement, and that the terms contained in this Agreement are all the terms agreed upon by the Parties.

Each party signing below is properly and fully authorized to execute this Agreement.

**Farm Marcellus, LLC**

**Pulaski Township**

DocuSigned by:  
  
 By: Joshua Carmody  
 Its: \_\_\_\_\_

  
 By: Chuck Todd  
 Its: Supervisor

  
 By: Bobbi Riley  
 Its: Clerk