

MARIJUANA LICENSE LOCATION TRANSFER AGREEMENT

This marijuana license location transfer agreement (the "Agreement") is executed this _____ day of _____, 2026 between the VILLAGE OF PINCKNEY, a Michigan Municipal Corporation, whose address is 220 South Howell Street, Pinckney, Michigan 48169, 759 EAST PINCONNING LLC, whose registered office address is 300 Center Ave, Suite 201, Bay City, MI 48708, and NORTHVILLE SERVICES AND HOLDINGS LLC. whose registered office address is 17228 Summit Drive, Northville, MI 48168.

RECITALS

- A. The Village of Pinckney (hereinafter referred to as the "Village") is a Michigan municipal corporation established under the General Law Village Act (MCL 61.1 et seq) and the Village has adopted ordinances establishing zoning regulations and marijuana establishment licensing. Under these ordinances, available adult marijuana licenses are available in limited numbers to applicants that 1) have obtained the required special use permit under the Zoning Ordinance, which is reviewed by the Village Planning Commission and must be approved by the Village Council; 2) obtain site plan approval from the Village Planning Commission; and 3) must then also obtain a provisional license from the State of Michigan and a municipal license approval by the Village Council.
- B. Northville Services and Holdings LLC (herein after referred to as "Northville") applied for an available marijuana Class A microbusiness license with the Village to be located at 1268 M 36, Pinckney, Michigan (Parcel 4714-23-400-007). Northville obtained a special use permit authorization recommendation for approval with conditions from the Village Planning Commission on December 4, 2023, that was approved by the Village Council with conditions on December 11, 2023. Northville then applied for and obtained a site plan approval from the Village Planning Commission on January 6, 2025. Northville then applied for and obtained with conditions a Class A microbusiness marijuana license for this location from the Pinckney Village Council on _____.
- C. 759 East Pinconning LLC (herein after referred to as "Pinconning") applied for an available Marijuana Retailer Business License with the Village to be located on East Main (M-36) (Parcel 4714-23-400-008), Pinckney, Michigan. Pinconning obtained a special use permit authorization approval recommendation with conditions from the Village Planning Commission on November 3, 2025, that was then approved by the Village Council with conditions on November 17, 2025. Pinconning then applied for and obtained zoning site plan approval from the Village Planning Commission with conditions on _____. Pinconning then applied for and obtained with conditions a Marijuana Retailer Business License for this location from the Pinckney Village Council February 19, 2026.

- D. It is acknowledged that Northville and Pinconning are affiliated legal entities with Northville's principle and resident agent being Marco Lytwyn, and Pinconning's principal and resident agent being Kirk Lytwyn, Marco Lytwyn's father.
- E. The Northville marijuana proposed microbusiness site, being 1268 M-36 (Parcel 4714-23-400-007), is immediately adjacent to the Pinconning proposed marijuana retailer site on M-36 (Parcel 4714-23-400-008).
- F. Through in a letter dated March 23, 2026 to the Village President from attorney Nadeem Harfouch, Northville and Pinconning requested that the Marijuana Retailer License issued to Pinconning be transferred in location to 1268 M-36, Pinckney, Michigan, being the site of the marijuana microbusiness license granted to Northville, and upon the transfer Northville would voluntarily withdraw and relinquish its Marijuana Microbusiness License. The Village then could reduce the number of allowable Marijuana Microbusiness Licenses in the Village to a zero (0) total.
- G. Attorney Harfouch's correspondence also stated that Pinconning and Northville remained fully committed to complying with all conditions set forth in the Village Council's approving resolution, as well as all applicable ordinances and regulatory requirements. Attorney Harfouch indicated that the intent of the request was to consolidate licensure at a single approved location that would streamline operations and avoid duplicative development efforts, and would also maintain continuity with the Village's licensing objectives, including reducing the total number of cannabis related licenses in the Village.
- H. The Village Council is agreeable to such a transfer in location of the retailer marijuana license to the 1268 M-36 (Parcel 4714-23-400-007) location subject to the conditions as outlined by the Village President/ Zoning Administrator in his March 25, 2026 letter, and further contingent upon the conditions set forth in this Agreement.

NOW, THEREFORE, IT HEREBY MUTUALLY AGREED between the Village, Northville and Pinconning as follows:

1. The Village Council of the Village of Pinckney shall authorize the transfer in location of the marijuana retailer license granted to 759 East Pinconning LLC) from the parcel on East M-36 (Parcel 4714-23-400-008), Pinckney, Michigan, to the 1268 M-36 (Parcel 4714-23-400-007) location, subject to all of the conditions within this Agreement and the conditions as outlined by the Village President/ Zoning Administrator in his March 25, 2026 letter to Attorney Harfouch.

2. There are no changes to the previously approved plans, building, site layout, operations, or the existing Special Land Use Permit for the 1268 M-36 (Parcel 4714-23-400-007) location as approved by the Village Council for Northville Services and Holdings LLC. The current Special Land Use Permit for the 1268 M-36 property may be recognized for retailer use in place of the approved microbusiness use, strictly on the condition that the project proceeds exactly as previously approved. This includes, but is not limited to, the building, site plan, design, and operational characteristics presented during prior review and approval processes.
3. The site plan as approved by the Planning Commission for the 1268 M-36 property will be developed as approved for Northville Services and Holdings LLC, and all conditions required for that final site plan will be fully complied with by 759 East Pinconning LLC. However, it is recognized that under a Marihuana Retailer License there is no authority for a marihuana grow operation, so any internal floor plan use that may have been designated for that grow purpose shall be redesignated for retail purposes. This revision and the necessary name changes on the site plan documents shall be considered minor site plan amendments under the Zoning Ordinance and may be approved by the Village President/Zoning Administrator. However, there shall be no changes in the structure's approved exterior, footprint, setbacks, parking, landscaping, and other previously approved site plan elements.
4. 759 East Pinconning LLC shall provide verification of either its ownership of the property at 1268 M-36 (Parcel 4714-23-400-007), or written verification from that property's title holders that 759 East Pinconning LLC has full authorization to locate and operate the marijuana retailer business on this property.
5. 759 East Pinconning LLC shall reconfirm that all representations and commitments made during its application process for the marijuana retail license on Parcel 4714-23-400-008, including those in the application dated _____ and its incorporated plans, shall remain fully in effect and be equally applicable for the development on the 1268 M-36 (Parcel 4714-23-400-007) site.
6. The conditions set by the Village Council in approving the Marijuana Retailer License, including those within the February 19, 2026 approval resolution (Resolution 2026-08), shall remain fully applicable for the relocated development site at 1268 M-36 (Parcel 4714-23-400-007).
7. If there are any State of Michigan licensing approvals required for authorization to transfer the retailer license of 759 East Pinconning LLC to the new location, those authorizations will be promptly sought and verification of the approvals provided to the Village President/Zoning Administrator.

8. Northville Services and Holdings LLC shall voluntarily withdraw and relinquish its Marijuana Microbusiness License upon the location transfer becoming effective and shall provide the Village confirmation of that action. It is understood that Village intends to reduce the number of allowable Marijuana Microbusiness Licenses in Village to a zero (0) total.
9. Pinconning agrees to construct the Project on the real property at 1268 M-36 (Parcel 4714-23-400-007) in accordance with the approvals received from the Village and other governmental entities with applicable jurisdiction. In constructing the Project and operating the retail business, Pinconning agrees to comply with all state and local laws, ordinances and regulations as well as the terms of this Agreement.
10. Pinconning agrees to keep the Village apprised through the Village Zoning Administrator of the project's progress, including the status of permits from other governmental agencies, including the Livingston County Building Department and the State Cannabis Regulatory Agency.
11. Northville and Pinconning acknowledge that their failure to comply with the terms of this agreement and the conditions to the Village approvals, permits, and licenses would constitute valid reasons for the Village to suspend or revoke those approvals, permits, and licenses.
12. Northville and Pinconning are aware and understand that all matters related to marijuana growing, cultivation, possession, testing, safety compliance and transporting, are currently subject to state and federal laws, rules and regulations, and that the approval or granting of a license or permits hereunder does not exonerate or exculpate Northville and Pinconning from abiding by the provisions and requirements and penalties associated with those laws, rules, and regulations, or exposure to any penalties associated therewith; and further, the Northville and Pinconning waive and forever release any claim, demand, action, legal redress, or recourse against the Village, its elected and appointed officials, and its employees and agents for any claims, damages, liabilities, causes of action, damages, or attorney fees that the applicant may incur as a result of the violation by Northville and Pinconning, their stakeholders and agents of those laws, rules, and regulations.
13. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties.
14. Effective date of Agreement. The Parties agree that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

15. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
16. Notices. All notices permitted or required to be given shall be in writing and sent either by mail or personal delivery to the address provided in this Agreement.
17. Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws thereof.
18. The persons signing this Agreement on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties, and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed this Agreement.

759 EAST PINCONNING LLC

Dated: _____

By: _____
Kirk Lytwyn
Its: _____

NORTHVILLE SERVICES AND HOLDINGS LLC

Dated: _____

By: _____
Marco Lytwyn
Its: _____

VILLAGE OF PINCKNEY

Dated: _____

By: _____
Jeffrey Buerman
Its: President